



Danbury Health Systems, Inc.

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CONNECTICUT OFFICE OF
HEALTH CARE ACCESS

Gerard D. Robilotti, FACHE
Executive Vice President

February 2, 2005

Corporate parent of:

Business Systems, Inc.

Danbury Health Care
Affiliates, Inc.

Danbury Hospital

Danbury Hospital
Development Fund, Inc.

Danbury Visiting Nurse
Association, Inc.

Regional Hospice of
Western Connecticut, Inc.

The Honorable Cristine A. Vogel
Commissioner
State of Connecticut
Office of Health Care Access
410 Capitol Avenue, MS #13HCA
Post Office Box 340308
Hartford, CT 06134-0308

RE: Danbury Health Care Affiliates, Inc. (DHCA)
Ridgefield Imaging Center

Dear Commissioner Vogel:

Enclosed please find a Letter of Intent for Danbury Health Care Affiliates, Inc. (DHCA) for the proposed Ridgefield Imaging Center. If you or your staff have any questions, please direct them to my attention at 203-797-7414.

Yours truly,

Gerard D. Robilotti
Executive Vice President

GDR:dte
Enclosures (3 copies)

cc: Frank J. Kelly, President & CEO, Danbury Hospital
Keith A. Hovan, Senior Vice President of Operations, Danbury Hospital
Patricia O'Connor, Senior Vice President of Operations, Danbury Hospital
Thorsten Krebs, M.D., Chairman of the Dept. of Radiology, Danbury Hospital
Jay Meyerson, Administrative Director, Dept. of Radiology, Danbury Hospital
J. Michael Eisner, Esq., Wiggin & Dana
Susan Cole, State of Connecticut, Office of Health Care Access



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CONNECTICUT OFFICE OF
HEALTH CARE ACCESS

**State of Connecticut
Office of Health Care Access
Letter of Intent/Waiver Form
Form 2030**

All Applicants must complete a Letter of Intent (LOI) form prior to submitting a Certificate of Need application, pursuant to Sections 19a-638 and 19a-639 of the Connecticut General Statutes and Section 19a-643-79 of OHCA's Regulations. Please submit this form to the Commissioner of the Office of Health Care Access, 410 Capitol Avenue, MS# 13HCA, P.O. Box 340308, Hartford, Connecticut 06134-0308.

SECTION I. APPLICANT INFORMATION

If there are more than two Applicants, please attach a separate sheet of paper and provide additional information in the format below.

	Applicant One	
Full legal name	Danbury Health Care Affiliates, Inc.	
Doing Business As	Danbury Health Care Affiliates, Inc.	
Name of Parent Corporation	Danbury Health Systems, Inc.	
Mailing Address, if Post Office Box, include a street mailing address for Certified Mail	24 Hospital Avenue Danbury, CT 06810	
Applicant type (e.g., profit/non-profit)	Not-for-profit	
Contact person, including title or position	Gerard D. Robilotti Executive Vice President	
Contact person's street mailing address	24 Hospital Avenue Danbury, CT 06810	
Contact person's phone #, fax # and e-mail address	(203) 797-7414 (telephone) (203) 830-2029 (fax) Gerard.Robilotti@danhosp.org (e-mail)	

SECTION II. GENERAL APPLICATION INFORMATION

a. Proposal/Project Title:

Danbury Health Care Affiliates, Inc. (DHCA) Ridgefield Imaging Center

b. Type of Proposal, please check all that apply:

☒ Change in Facility (F), Service (S) or Function (Fnc) pursuant to Section 19a-638, C.G.S.:

- | | | |
|---|--|--|
| <input checked="" type="checkbox"/> New (F, S) Fnc) | <input type="checkbox"/> Replacement | <input type="checkbox"/> Additional (F, S, Fnc) |
| <input type="checkbox"/> Expansion (F, S, Fnc) | <input type="checkbox"/> Relocation | <input type="checkbox"/> Service Termination |
| <input type="checkbox"/> Bed Addition | <input type="checkbox"/> Bed Reduction | <input type="checkbox"/> Change in Ownership/Control |

☒ Capital Expenditure/Cost, pursuant to Section 19a-639, C.G.S.:

☒ Project expenditure/cost cost greater than \$ 1,000,000

☐ Equipment Acquisition greater than \$ 400,000

- | | | |
|---|---|--|
| <input checked="" type="checkbox"/> New | <input type="checkbox"/> Replacement | <input type="checkbox"/> Major Medical |
| <input checked="" type="checkbox"/> Imaging | <input type="checkbox"/> Linear Accelerator | |

☐ Change in ownership or control, pursuant to Section 19a-639 C.G.S., resulting in a capital expenditure over \$1,000,000

c. Location of proposal (Town including street address):

Ridgefield Surgical Center, LLC (Docket No. 04-30296-CON)
901 Ethan Allen Highway
Ridgefield, CT 06877

d. List all the municipalities this project is intended to serve:
See DHCA Service Area List (Attachment I)

e. Estimated starting date for the project: Upon approval

- f. Type of project: **19, 20, 22** (Fill in the appropriate number(s) from page 7 of this form)

Number of Beds (to be completed if changes are proposed)

Type	Existing Staffed	Existing Licensed	Proposed Increase (Decrease)	Proposed Total Licensed
N/A				

SECTION III. ESTIMATED CAPITAL EXPENDITURE INFORMATION

- a. Estimated Total Capital Expenditure: **\$5,682,619**
- b. Please provide the following breakdown as appropriate:

Construction/Renovations	\$ 2,175,019
Medical Equipment	225,000
Imaging Equipment	2,866,000
10% Contingency for Imaging Equipment	286,600
Non-Medical Equipment (Purchase)	130,000
Sales Tax	
Delivery & Installation	
Total Capital Expenditure	
Fair Market Value of Leased Equipment	
Total Capital Cost	\$ 5,682,619

Major Medical and/or Imaging equipment acquisition:

Equipment Type	Name	Model	No. of Units	Cost Per Unit
MRI 1.5T (Used)			1	900,000
CT Scan (Multislice)			1	550,000
Ultrasound			1	125,000
Diagnostic Imaging (Digital)/Used			1	300,000
PACS Archive Network			1	200,000
4 PACS Workstations			4	100,000
4 PACS Licenses			4	100,000
CD ROM Burner			1	31,000
Drystar Printer			1	30,000
Mammography Unit (Digital)(New)			1	450,000
Bone Densitometer			1	80,000
Misc. Medical Equipment				225,000
Contingency – 10% for Imaging Equip.				286,600
TOTAL				\$3,377,600

Note: Provide a copy of the contract with the vendor for major medical/imaging equipment.

c. Type of financing or funding source (more than one can be checked):

- ☒ Applicant's Equity
 ☐ Lease Financing
 ☐ Conventional Loan
☐ Charitable Contributions
 ☐ CHEFA Financing
 ☐ Grant Funding
☐ Funded Depreciation
 ☐ Other (specify): _____

SECTION IV. PROJECT DESCRIPTION

Please attach a separate 8.5" X 11" sheet(s) of paper and provide no more than a 2-page description of the proposed project, highlighting all the important aspects of the proposed project. Please be sure to address the following (if applicable):

- Currently what types of services are being provided? If applicable, provide a copy of each Department of Public Health license held by the Petitioner.
- What types of services are being proposed and what DPH licensure categories will be sought, if applicable?
- Who is the current population served and who is the target population to be served?

4. Identify any unmet need and how this project will fulfill that need.
5. Are there any similar existing service providers in the proposed geographic area?
6. What is the effect of this project on the health care delivery system in the State of Connecticut?
7. Who will be responsible for providing the service?
8. Who are the payers of this service?

AFFIDAVIT

Applicant: Danbury Health Care Affiliates, Inc. (DHCA)

Project Title: DHCA Ridgefield Imaging Center

I, _____,
(Name) (Position – CEO or CFO)

of Danbury Health Care Affiliates, Inc., being duly sworn, depose and state that the information provided in this CON Letter of Intent/Waiver Form (2030) is true and accurate to the best of my knowledge, and that Danbury Health Systems, Inc. complies with the appropriate and applicable criteria as set forth in the Sections 19a-630, 19a-637, 19a-638, 19a-639, 19a-486 and/or 4-181 of the Connecticut General Statutes.

Samuel J. Roberts
Signature

2/2/2005
Date

Subscribed and sworn to before me on 2/2/05

Susan M. Kenna
Notary Public/Commissioner of Superior Court

My commission expires: 9/30/2009

Project Type Listing

Please indicate the number or numbers of types of projects that apply to your request on the line provided on the Letter of Intent Form (Section II, page 2).

Inpatient

1. Cardiac Services
2. Hospice
3. Maternity
4. Med/ Surg.
5. Pediatrics
6. Rehabilitation Services
7. Transplantation Programs
8. Trauma Centers
9. Behavioral Health (Psychiatric and Substance Abuse Services)
10. Other Inpatient

Outpatient

11. Ambulatory Surgery Center
12. Birthing Centers
13. Oncology Services
14. Outpatient Rehabilitation Services
15. Paramedics Services
16. Primary Care Clinics
17. Urgent Care Units
18. Behavioral Health (Psychiatric and Substance Abuse Services)
19. MRI
20. CT Scanner
21. PET Scanner
22. Other Imaging Services
23. Lithotripsy
24. Mobile Services
25. Other Outpatient
26. Central Services Facility

Non-Clinical

27. Facility Development
28. Non-Medical Equipment
29. Land and Building Acquisitions
30. Organizational Structure (Mergers, Acquisitions, Affiliations, and Changes in Ownership)
31. Renovations
32. Other Non-Clinical

Attachment I

Section II (d): List all the Municipalities this Project is Intended to Serve

The Hospital's Primary Service Area:

06801	Bethel
06804	Brookfield
06810, 11	Danbury
06812	New Fairfield
06470	Newtown
06875	Redding
06877	Ridgefield

CT Secondary Service Areas

06752	Bridgewater
06757	Kent
06776	New Milford
06468	Monroe
06783	Roxbury
06784	Sherman
06488	Southbury
06794	Washington
06897	Wilton
06798	Woodbury

NY Secondary Service Area Towns

10506	Bedford
10509	Brewster
10512	Carmel
10526	Golden's Bridge
10541	Mahopac
10560	North Salem
12563	Patterson
12564	Pawling
10576	Pound Ridge
10589	Somers
10590	South Salem

ATTACHMENT II

PROJECT DESCRIPTION

- 1. Currently what types of services are being provided? If applicable, provide a copy of each Department of Public Health license held by the Petitioner.**

The proposed project is a new Imaging Center to be located in Ridgefield, CT at the Ridgefield Surgical Center (Docket #04-30296-CON).

- 2. What types of services are being proposed and what DPH licensure categories will be sought, if applicable?**

The Ridgefield Imaging Center will offer the following imaging services:

- Mammography
- DXA Scanning (Bone Densitometry)
- Ultrasound
- General Radiography
- MRI
- CAT Scan

- 3. Who is the current population served and who is the target population to be served?**

Current and targeted populations include Ridgefield and towns surrounding Ridgefield, including Wilton, North Salem, South Salem, Danbury, Georgetown, Wilton and the traditional towns served by the medical staff of the Danbury Hospital as its primary and secondary service areas. *(Please see Attachment I for a complete list of primary and secondary service areas.)*

- 4. Identify any unmet need and how this project will fulfill that need.**

The establishment of an imaging center in Ridgefield is necessary to respond to the continuing increase in industry growth, population growth and the shift to more convenient outpatient services to the public. The availability of imaging services in conjunction with the proposed surgical center's operation is critical.

- 5. Are there any similar existing service providers in the proposed geographic area?**

No other imaging centers are identified in Ridgefield.

6. What is the effect of this project on the health care delivery system in the State of Connecticut?

Improved access for residents of the service area - convenient to the surgeon's practices.

7. Who will be responsible for providing the service?

The physicians that would be served by the Imaging Center are the physician owners of the Center who are surgeons on the medical staff of the Danbury Hospital. The Center as proposed in Docket No. 04-30296-CON proposes to develop an Ambulatory Service Center in Ridgefield which would accommodate up to eight (8) operating rooms and two (2) endoscopy rooms. The Center anticipates serving the following surgical specialties requiring imaging and radiology support: Ears, Nose and Throat; Orthopedics (including spine); Vascular Surgery, General Surgery, Neurology and Plastic Surgery.

DHCA will be operating the imaging center. Danbury Radiological Associates, P.C. will provide professional services.

8. Who are the payers of this service?

The payers for these services include the following:

- (a) Government Medicare
- (b) Medicaid
- (c) Commercial
- (d) HMO
- (e) Employer
- (f) Self pay

**GE Medical Systems**

General Electric Company

P.O. Box 414, Milwaukee,

WI, 53202-0414

gemedical.com

MRI

QUOTATION

Danbury Hospital
24 Hospital Avenue
Danbury, CT 06810

Date: January 12, 2005

Quotation Number: LTQC89A

QTY	CATALOG	DESCRIPTION	PRICE
		1.5T Highspeed MRI Cxk4 System	
1	L1000PN	<p>GoldSeal 1.5T LX HiSpeed MR System CXX4 Magnet & Octane Computing System Fixed Site Environment</p> <p>The GoldSeal Preowned Signa 1.5T LX HiSpeed MR System with Phased Array is a High Resolution Whole Body MR Imaging System with High Homogeneity Super Conducting Short Core Magnet Operating at 1.5 Tesla. The System is Designed to be Installed in a Fixed Site Location.</p> <p>Hardware:</p> <ul style="list-style-type: none">o 1.5T LX HiSpeed Electronicso LX Octane(tm) SGI Workstationo Patient Tableo Phased Arrayo 1.5T CX-K4 Actively Shielded Short Bore Magnet (New) * Ordered Separatelyo Reflex 50 Recon Module with 512 BAMo Color LCD Monitoro Scalable Radio Frequency Driver (SRFD) <p>Coils:</p> <ul style="list-style-type: none">o CTL Array Coilo Torso Array Coilo Shoulder Array Coilo Dual Array Packageo Head Coilo Quad Extremity Coil <p>Software:</p> <ul style="list-style-type: none">o LX ScanTools 9.1o EchoPlus <p>LX Computer Subsystem</p> <ul style="list-style-type: none">o Intuitive Workstation-Based Operator Console Provides the User for Both Optimum Productivity and High Performance. Large Screen User Interface for Controlling Scan Acquisition Easily, with Virtually All Parameters Available at a Glance from a Single Screen.o Operating Platform is the High Performance Silicon Graphics, Inc. Workstation. Post Processing is Provided with a Silicon Graphics IMPACT Graphics Engine.o A Unique Design with Multiple Processors Provides Dedicated Processing for a True Multi-Tasking Operating Environment to Maximize Productivity	

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<u>QTY</u>	<u>CATALOG</u>	<u>DESCRIPTION</u>	<u>PRICE</u>
		<ul style="list-style-type: none">o Data Storage is Fast and Easy with Dual High Density 4.3GB Hard Drives, Each of Which Allow for Up to 20,000 (256 x 256) Image Capacity for High Speed On-Line Storage of a Large Number of Patient Data Files.o Data Archive is Provided by a Maxoptic Magnetic Optical Disk Drive Standard MOD Drive Which is DICOM 3.0 Compatible.o Exams can Also be Selected and Networked Between LX and Any Imaging System or Hardware Supporting the DICOM 3.0 Protocol for Point-to-Point Send, Receive, and Pull/Query.o Display Console is an 18 Inch High Resolution 1280 x 1024 LCD Flat Panel Monitor.o A PathFinder Personal Computer is Provided for Gating and Respiratory Waveform Displays on the LCD Color Display Monitor.	
		Array Processor	
		<ul style="list-style-type: none">o ReFlex 50 Reconstruction Module is Scaleable and Provides Single i860AP for High Speed Image Data Reconstruction. System Provides 512MB (BAM) Bulk Array Memory for High Speed Reconstruction of Image Data Sets. Simultaneous Capabilities of All System Functions Provided by Distributed Computer Processor Architecture Including Simultaneous Scan and Reconstruction.	
		SX Gradient Technology with HiSpeed Performance Option	
		<ul style="list-style-type: none">o The Unique Signa Horizon LX System with SX Gradient Technology Provides a High Performance Gradient System Combined with SpaceSaver Technologies. The System Allows for high Performance Imaging Capabilities all From a Single Cabinet to Offer the Smallest Siting Footprint Available.o Integrated Body Module is Designed With High Performance Shielded Gradients and Advanced High Pass Quadrature RF Body Coil Combined Into a Single Module. Provides Excellent Eddy Current Compensation and a	

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<u>QTY</u>	<u>CATALOG</u>	<u>DESCRIPTION</u>	<u>PRICE</u>
		Very Linear Gradient Field.	
		o HiSpeed Gradient Subsystem Provides Ultra High Productivity Gradients With Amplitude/ Strength of up to 23mT/m or 2.3g/cm, With Rise Time/Speed of Slew Rate SR77 T/M/s From Zero to Maximum Amplitude Provide High Resolution Imaging Capabilities in all Planes.	
		Radio Frequency Subsystem	
		o Digital Transceiver Including Digital Pulse Controller, Digital RF Signal Generator, Digital RF Receiver, and Digital RF Filter, and Ultra Low Noise Pre-Amplifier Provide Superior SNR for High Resolution Imaging.	
		o Quadrature Transmit/Receive RF Body Coil is Combined Into Integrated Body Module Which Combines RF and Gradient Coils Technology Into a Single Module. The 60cm Diameter High Pass Quadrature RF Body Coil Provides High SNR with a Patient Friendly Aperture.	
		o The Large Open Quadrature Transmit/Receive RF Head Coil is 28cm in Diameter and Provides Excellent SNR.	
		o Unique Ultra-Low Noise Pre-Amplifier Design Minimizes Noise Levels to Ensure Excellent SNR for all Surface Coil Imaging.	
		Signa LX Patient Table	
		o Dockable Patient Table is Designed to be Undocked/Removed From the Magnet to Provide Patient Transportation and Patient Preparation Outside the Exam Room and Maximize Patient Comfort. The Patient Table is Designed to Accommodate Patient Weight Up To a Maximum 350 Pounds.	
		o Quick Release Patient Cradle is Designed to Allow Operator to Quickly Remove Patient From the System in Emergency Situations.	
		o Continuously Variable Table Height From 26 Inches to 38 Inches Allows for Easy Patient Transfer From Wheelchairs or Transport Carts.	
		o Integral Patient Guard Rails Double as IV Injector Board and Arm Support to Permit Easy Patient Handling and Preparation.	

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<u>QTY</u>	<u>CATALOG</u>	<u>DESCRIPTION</u>	<u>PRICE</u>
		<ul style="list-style-type: none">Motorized Longitudinal Cradle Movement Allows for Easy, Reproducible Patient Positioning.Precision Alignment Lights Integrated Into Magnet Enclosure Allow for Accurate Patient Positioning.	
		DICOM	
		Exams Can Also be Selected and Networked Between Signa MR/i and Any Imaging System or Hardware Supporting the DICOM 3.0 Protocol for Point-to-Point Send, Receive, and Pull/Query and DICOM Print (No Broadcast).	
		<ul style="list-style-type: none">DICOM 3.0 Storage Service ClassServices Class User (SCU) for Image SendServices Class Provider (SCP) for Image ReceiveDICOM 3.0 Query/Retrieve Service ClassDICOM 3.0 2.6GB/5.2GB MOD Media Service ClassDICOM 3.0 Print Service Class	
		Services	
		<ul style="list-style-type: none">The Signa Horizon LX System is the Easiest High Performance System to Site in All Locations. GEMS Installation Team May Provide Siting Requirements and Recommendations to Enhance the Performance of Your MR Suite.The Signa Horizon LX System Combines Maximum Performance with Ease of Service. Maintenance is Provided by Highly Trained and Skilled GE MR Service Engineering Team.A GE Service Contract will Offer Uncompromised Quality and Pace-Setting Technology Like GE OnLine Services. InSite Online Offers You Proven, Remote Diagnostics which Improve Productivity and Minimize Downtime.GE Offers a Combination of Off-Site and On-Site Training Sessions to Meet Your Clinical Needs. Site Specific Application Training Programs can be Proposed to Meet Your Specific Site Needs. Please See Your	

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Danbury Hospital
24 Hospital Avenue
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Date: January 12, 2005

Quotation Number: LTQC89A

QTY	CATALOG	DESCRIPTION	PRICE
		GE Sales Representative for Details.	
		<ul style="list-style-type: none">o Application Support Hotline 1-800-682-5327, 7:30am - 6:00pm Central Time GE Medical Systems TiP Applications Answer Line Provides you with an Application Specialist and TiP TV or Educational Assistance.	
		Warranty	
		The GoldSeal LX HiSpeed System Carries a One Year Warranty Including Magnet Maintenance and Cryogenics. The Published Company Warranty in Effect on the Date of of Shipment Shall Apply.	
		Price Includes:	
		<ul style="list-style-type: none">o 60 Hz Gradient Chiller (M1085KC)o Deliveryo System Installation & Calibration.o One Year Warranty, Including Magnet Maintenance & Cryogenics.	
		Note:	
		<ul style="list-style-type: none">o Applications Training is NOT Includedo Laser Camera NOT Includedo Connectivity to Existing Equipment is NOT Included.o Magnet Rigging NOT Included	
1	L1060LA	Signa 1.5T CXK4-150 Active Shield Magnet - Fixed	
		The CXK4-150 combines our new short-bore CX magnet with low-boil-off K4 cryocooler technology.	
		This superconducting magnet is the product of an innovative approach to magnet design - an approach that delivers everything demanded for high- performance 1.5T imaging, including:	
		<ul style="list-style-type: none">- Compact, short 1.5T magnet with industry-leading homogeneity- Large field-of-view imaging capability- 60-cm bore to maximize patient comfort	
		The CX K4 magnet uses 18 GE-designed superconducting shim coils to help ensure system stability, high homogeneity and excellent imaging performance across whole body applications. And it only requires a helium refill approximately every three years.	
1	L1010ES	HiSpeed to EchoSpeed Upgrade for LX Indigo	
1	L1010FL	Reflex 50 to Reflex 100 Upgrade with 512 MB BAM	

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<u>QTY</u>	<u>CATALOG</u>	<u>DESCRIPTION</u>	<u>PRICE</u>
		Reflex 100 with 512 MB BAM	
		Reflex 100 Reconstruction Processor, GE's Fastest Optional Scaleable Reconstruction Processor. Offers Approximately 100 Images per Second for Standard Imaging Sequences, for Higher Throughput Sites and More Demanding Image Series.	
		LX BAM Memory	
		Bulk Array Memory (BAM) Board Enhances Images Acquisition/Reconstruction Capabilities for Scaleable ReFlex Reconstruction Modules of Signa LX. Total BAM for Signa LX is 512 MB.	
1	W0100MR	MR Onsite System Training	
		o One Four (4) Day Onsite Visit to Coincide With Start-Up.	
		o One Three (3) Day Onsite Follow-Up Visit (6-8 Weeks Post System Start-Up).	
		<i>Orders are scheduled for shipment approximately 90 days prior to requested delivery date. Equipment is subject to availability and prior sale, and shipments are not subject to any delivery performance requirement.</i>	
		<i>Unless explicitly stated otherwise, and listed as individual items, charges for Federal Excise, state and local taxes, and rigging charges are not included in this quotation price.</i>	
		TOTAL NET EQUIPMENT SELLING PRICE	924,230.00
		<hr/>	
		10% Down with order	92,423.00
		70% Due on delivery of major components and prior to installation	646,961.00
		Balance due upon completion of installation and/or availability for first use	184,846.00
		<hr/>	



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QTY	CATALOG	DESCRIPTION	PRICE
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Equipment Options

1	E8800A	Medrad Spectris Solaris Injector specifically for Medical Diagnostics with installation by Medrad ..E	35,400.00
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All progress payments, including the delivery portion, are due to GE Medical Systems prior to final system calibration. GE Medical Systems reserves the right to delay final system calibration until all such payments are received.

If we incur any collection expenses for past due payments, we reserve the right to charge you for such expenses, up to the amount of 10% of the past due payments, and you agree to reimburse us for such expenses.

We will accept order changes up to 5 weeks prior to the scheduled arrival date (the expected equipment delivery date) or within 3 business days after we receive your order. We reserve the right to deny late change requests. If we accept late requests, delivery may be delayed.

ANY CONTRACT RESULTING FROM THIS QUOTATION WILL BE BASED SOLELY AND EXCLUSIVELY ON GENERAL ELECTRIC COMPANY'S STANDARD CONDITIONS OF QUOTATION AND OTHER TERMS AND CONDITIONS CONTAINED IN OR REFERENCED BY THIS QUOTATION.

ITEMS ASSOCIATED WITH THE ORDERED PRODUCTS AND PROVIDED UNDER THIS QUOTATION WITHOUT SEPARATELY IDENTIFIED CHARGE CONSTITUTE "DISCOUNTS OR OTHER REDUCTIONS IN PRICE" UNDER APPLICABLE FEDERAL LAW (42 U.S.C. 1320a-7b).

IT IS THE CUSTOMER'S RESPONSIBILITY TO DISCLOSE SUCH "DISCOUNTS OR OTHER REDUCTIONS IN PRICE" AS MAY BE REQUIRED UNDER ANY STATE OR FEDERAL PROGRAM WHICH PROVIDES COST OR CHARGE BASED REIMBURSEMENTS TO THE CUSTOMER FOR THE PRODUCTS OR SERVICES PROVIDED UNDER THIS QUOTATION.

FOR "NL" OR "NW" PREFIXED CATALOG NUMBERED PRODUCTS, OTHER THAN "NL521", "NL528", "NL531" OR "NL538", GE DOES NOT PROVIDE PRE-INSTALLATION OR EQUIPMENT PLANNING SERVICES, INSTALLATION, WARRANTY, SERVICE, PARTS OR APPLICATION SUPPORT.

"FOR 'E' PREFIXED CATALOG NUMBERED PRODUCTS, THE SINGLE LETTER (A THROUGH H) SHOWN AT THE END OF THE QUOTATION DESCRIPTION INDICATES THE SERVICE CODE FOR THE PRODUCT. AN EXPLANATION OF THIS CODE IS FOUND ON THE REVERSE SIDE OF THE ACCESSORIES WARRANTY INCLUDED WITH THIS QUOTATION."

PRICES SHOWN IN THIS QUOTATION DO NOT INCLUDE TAXES. WHERE APPLICABLE, THEY WILL BE ADDED AND SHOWN SEPARATELY ON INVOICES AT TIME OF BILLING.

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<u>QTY</u>	<u>CATALOG</u>	<u>DESCRIPTION</u>	<u>PRICE</u>
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IF YOU ARE TAX EXEMPT AND THIS IS YOUR FIRST ORDER WITH
GE MEDICAL SYSTEMS, PLEASE REMIT A COPY OF YOUR TAX
EXEMPTION CERTIFICATE WITH YOUR ORDER.

IF THIS ORDER INCLUDES PRODUCTS MANUFACTURED BY GE
MEDICAL SYSTEMS INFORMATION TECHNOLOGIES
, INC. ("GEMS-IT"), A SUBSIDIARY OF GENERAL ELECTRIC
COMPANY, (A) GEMS-IT WILL INVOICE YOU SEPARATELY FOR THE
PORTION OF THE QUOTATION PURCHASE PRICE ATTRIBUTABLE TO
SUCH GEMS-IT PRODUCTS, PER THE SAME PAYMENT TERMS
REFERENCED HEREIN, AND YOU AGREE TO PAY GEMS-IT FOR SUCH
PORTION OF THE PURCHASE PRICE, AND (B) UNLESS A SEPARATE
GEMS-IT WARRANTY IS REFERENCED IN AND ATTACHED TO THIS
QUOTATION, SUCH GEMS-IT PRODUCTS WILL BE COVERED BY A 12
MONTH WARRANTY PER THE TERMS OF THE GEMS CONSOLIDATED
PRODUCT WARRANTY.

TERMS AND CONDITIONS OF SALE FOR GE MEDICAL SYSTEMS PRODUCTS

These Terms and Conditions of Sale apply to the purchase of GE Medical Systems ("GEMS") products either on-line or in response to a written Quotation presented to the customer listed in the Quotation ("Customer") by an authorized GEMS' representative. Certain specified terms and conditions will apply only to on-line purchases or only to purchases in response to a written Quotation, as referenced below. Unless otherwise indicated, these terms and conditions will apply to all purchases of GEMS' products. For certain products or services, additional terms (listed below) will also apply.

These Terms and Conditions of Sale shall also apply to the purchase of GE Medical Systems, Ultrasound & Primary Care Diagnostics, LLC ("GEMS UPDC") products, and the term "GEMS" as used in these Terms and Conditions of Sale shall refer to GEMS UPDC for such sales.

On-Line Purchases. Customer's on-line purchase of GEMS' products through GEMS' website(s) is governed by the E-Commerce Master Agreement between Customer and GEMS and the terms, conditions and warranties (including these Terms and Conditions of Sale) posted on the website(s) at the time Customer submits its order or provided to Customer in connection with an electronic Quotation, each as modified to the extent applicable by any strategic purchasing agreement Customer may have in effect at the time with GEMS.

Other Purchases. Customer's purchase of GEMS' products or services in response to a written Quotation is governed by the Quotation (the multi-page document which has been printed with Customer's name and address, a list of the products covered, price and payment terms), these Terms and Conditions of Sale, applicable warranties, and any additional terms referenced in the Quotation, each as modified to the extent applicable by any strategic purchasing agreement Customer may have in effect at the time with GEMS.

All Purchases. Additional or conflicting terms and conditions submitted on any purchase order or other documentation are expressly superseded by these Terms and Conditions of Sale.

FORMATION OF CONTRACT

On-Line Purchases. Customer makes an offer to purchase under the terms for On-Line Purchases described above when Customer submits its order on-line. GEMS accepts Customer's offer when GEMS ships Customer's order or, if sooner, when GEMS sends Customer a written acceptance (by e-mail, fax or otherwise).

Other Purchases. A written Quotation is a request for an offer to purchase from Customer. By signing and returning the Quotation to GEMS or by sending GEMS a Purchase Order in response to the Quotation, Customer makes an offer to purchase under the terms for Other Purchases described above. GEMS accepts Customer's offer by the signature of GEMS' duly authorized employee on the Quotation, subject to credit review and approval by GEMS' Customer Credit Department, or by GEMS' shipment of Customer's order. Customer will reasonably cooperate with GEMS' Customer Credit Department in seeking credit approval.

All Purchases. GEMS' acceptance of Customer's offer is expressly made conditional on Customer's assent to all of GEMS' terms. No prior proposals, statements, course of dealing or usage of the trade will be part of the contract, except as may have been previously agreed in writing by the parties under a strategic purchasing agreement covering the transaction. In the event of a conflict between the terms of the main body of the Quotation and these Terms and Conditions, the terms of the main body of the Quotation shall govern. After the contract has been formed, it may be modified only by a writing agreed to by Customer and GEMS' authorized representatives.

All orders are subject to (1) GEMS' on-going credit review and approval and (2) GEMS' on-going determination that the Customer and the proposed order are in compliance with all applicable laws and regulations as well as GEMS compliance policies, including but not limited to U.S. Food and Drug Administration ("FDA"), Federal Healthcare Program Anti-kickback, export/import control, and anti-money laundering laws and regulations, as applicable. If GEMS determines in good faith at any time that there are credit and/or compliance issues with the order that have not been satisfactorily addressed, GEMS may cancel the order upon written notice to the Customer.

PRICE, TAXES AND UPGRADES

On-Line Purchases. Customer's price will be confirmed in the order confirmation GEMS sends Customer.

Other Purchases. Customer's price is stated in the written Quotation.

All Purchases. Prices do not include sales, use, gross receipts, excise, value-added, services, penalty, addition to tax, interest, or assessment related thereto or any similar transaction or consumption taxes (collectively, "Taxes"). GEMS shall collect or seek reimbursement for any such Taxes imposed with respect to this Agreement, or services performed hereunder by GEMS or GEMS' subcontractors, from Customer. Such Taxes shall be separately stated on GEMS' invoice(s) to Customer. Customer shall pay any such Taxes that may be levied on or assessed against Customer or GEMS and GEMS' subcontractors and, if GEMS pays any such Taxes, reimburse GEMS. Each party shall be responsible for any personal property or real estate taxes on property that the party owns or leases, for franchise and privilege taxes on its business, and for taxes based on its net income or gross receipts. Prices for upgrades and revisions assume that Customer transfers title to GEMS and returns the replaced component at no charge to GEMS.

PAYMENT

On-Line Purchases. The payment terms will be stated in the order confirmation.

Other Purchases. The payment terms are stated in the written Quotation.

All Purchases. For any products requiring final assembly or installation by GEMS, if such assembly or installation is delayed by more than 30 days after delivery of the products for any reason for which Customer is responsible, GEMS will bill Customer for and Customer will pay GEMS any remaining payments due under the Quotation. Customer grants to GEMS a purchase money security interest in all items ordered until GEMS receives full payment and, upon GEMS' request, Customer will sign and deliver to GEMS any additional documents GEMS may require to perfect this security interest.

If, after product delivery, Customer does not make any payments for the products within 45 days after such payments are due, GEMS may, upon 10 days prior written notice to Customer, either (a) enter upon the Customer's site and remove the products or (b) temporarily disable the products so that they are not operational.

CANCELLATION CHARGES

If Customer cancels this order without GEMS' prior written consent within 90 days before the mutually agreed scheduled delivery date, Customer will pay GEMS a cancellation charge of 15% of the total price of the products ordered under the Quotation. GEMS will retain as a credit toward the cancellation charge any payments GEMS has received up to the amount of the cancellation charge. In addition, in the event of any cancellation for products requiring site evaluation services by GEMS or GEMS' representatives, Customer will pay GEMS reasonable charges for such site evaluation services performed prior to cancellation.

DELIVERY

Delivery dates are approximate. GEMS is not liable for delays in performance or delivery due to causes beyond GEMS' reasonable control. These causes include, without limitation, any delay of sources to supply materials and equipment, government priorities and labor or transportation problems. If such a delay occurs, GEMS may extend the performance or delivery date for a period of time equal to the delay.

If Customer requests a later delivery date within 45 days before the mutually agreed scheduled delivery date, GEMS may, at GEMS' option, deliver the products to a storage facility designated by Customer or, if Customer fails to designate a storage facility, to a storage facility designated by GEMS, at Customer's expense. At the time of such delivery, GEMS will bill Customer for and Customer will pay GEMS for any amounts due upon delivery. If Customer fails to schedule a delivery date with GEMS within 6 months after order entry, GEMS may, at GEMS' option, cancel Customer's order upon written notice to Customer.

TRANSPORTATION, TITLE AND RISK OF LOSS

C.I.F. pursuant to Section 2-320 of the Uniform Commercial Code. GEMS is responsible for payment of freight and for arranging and paying for insurance on behalf of Customer against property damage or loss until delivery to Customer. Title and risk of ownership passes to Customer at GEMS' shipping dock. Software is licensed to Customer under these Terms and Conditions of Sale, but no title to or other interest in such software passes to Customer.

PRE-INSTALLATION RESPONSIBILITIES AND FINAL ASSEMBLY

Customer is responsible for making the place where the products will be located ready for installation in compliance with GEMS' written specifications, including any applicable Additional Terms listed below. Unless otherwise agreed in writing by GEMS, installation of the products will not begin until Customer's responsibilities have been completed. If Customer does not properly complete these responsibilities, there may be delays in delivery of GEMS' products and/or product performance issues that are not covered by GEMS' warranties. GEMS is responsible for assembling GEMS' products (excluding Bone Mineral Densitometry ("BMD") peripheral products) and connecting them to electrical outlets provided by Customer. Customer shall pay any non-GE employees whom Customer uses or requests GEMS to use for installation or assembly. Any installation, field assembly, interconnection, equipment calibration, installation certification and/or checkout of GEMS' products or equipment that GEMS is required to do under the applicable Additional Terms listed below shall be performed during GEMS' normal 40 hour work week, excluding GEMS' holidays.

TESTING AND CERTIFICATION

Customer shall provide any government licenses, permits and approvals needed for installation and use of the products. GEMS will complete final testing using appropriate GEMS' performance specifications, instruments and procedures. GEMS will file any required Federal and State reports relating to GEMS' installation activities.

ACCEPTANCE OF PRODUCTS

Customer accepts the products on the earlier of (1) five days after the date GEMS notifies Customer that GEMS has completed assembly and the products are operating in accordance with GEMS' published performance specifications or (2) the date Customer first uses the products for patient use.

USE OF PRODUCTS

Customer acknowledges that the products are or may be subject to regulation by the FDA. Customer shall not use or permit the products to be used in any manner that does not comply with applicable FDA regulations or for any entertainment or amusement purposes. Further, Customer represents that Customer is purchasing the products for Customer's own use for clinical diagnostic purposes and that Customer does not intend to re-sell the products to any other party or to export the products outside the United States.

LIMITED WARRANTIES AND DISCLAIMER

Warranties are set forth in the warranty form(s) provided by GEMS and available on-line at the time of ordering for on-line purchases or referenced in the written Quotation for other purchases, and are incorporated by reference into these Terms and Conditions of Sale. No warranty is furnished for anything excluded from the warranty form(s) or for Operating Documentation and Operating Tools (as defined below) associated with products. These items are provided AS IS. EXCEPT AS PROVIDED ABOVE, NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, SYSTEM INTEGRATION AND DATA ACCURACY, WILL APPLY TO ANYTHING PROVIDED BY GEMS. GEMS may use refurbished parts in new products as long as GEMS uses the same quality control procedures and warranties as for new products.

NON-LISTED PRODUCTS

GEMS does not install, test, certify or provide GEMS' own software license or warranty for products which are not listed in GEMS' on-line catalog or price pages at the time of sale. These products are normally identified by NL or NW series numbers.

CONFIDENTIAL INFORMATION

The product pricing, terms of sale and other information contained in or disclosed by GEMS pursuant to this Agreement is confidential. Customer may not disclose such pricing, terms and other information to any other party without GEMS' prior written approval, except for any legally required disclosures. GEMS reserves the right to enforce these confidentiality restrictions against any party who wrongfully discloses, receives and/or further disseminates GEMS' confidential information.

GEMS will treat patient information as confidential and comply with any applicable laws concerning the confidentiality of patient information. Further, GEMS and Customer acknowledge that certain portions of the Administrative Simplification section of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320d through d-8 ("HIPAA"), and certain regulations promulgated or to be promulgated pursuant thereto (collectively, "HIPAA Regulations") may apply to GEMS, Customer, and their relationships and operations under this Agreement. GEMS and Customer acknowledges and agree that they have entered into, or will enter into, such Business Associate Agreements and/or other similar agreements (collectively, "HIPAA Agreements") that are required to satisfy the respective obligations of both parties under the applicable provisions of HIPAA and the HIPAA Regulations. Notwithstanding any other provision in this Agreement to the contrary, to the extent the terms of such HIPAA Agreements relate to GEMS' performance under this Agreement, the terms of such HIPAA Agreements shall control over the terms of this Agreement to the extent required to allow both parties to comply with the applicable provisions of HIPAA and the HIPAA Regulations.

SERVICE MATERIAL USE AND DATA ACCESS

In connection with the installation, configuration, maintenance, repair and/or de-installation of products, GEMS may deliver to Customer's site, along with the products or separately, and store at Customer's site, attach to or install on the products, and use, materials that have not been purchased by or licensed to Customer. Customer hereby consents to (a) this delivery, storage, attachment, installation and use, (b) the presence of GEMS' locked cabinet or box on Customer's site for storage of this property, and (c) GEMS' removal of all or any part of this property at any reasonable time, all without charge to GEMS. The presence of this property within Customer's site will not give Customer any right or title to this property or any license or other right to access, use or decompile this property. Any access to or use of this property (except in compliance with GEMS' written directions to Customer to determine product performance on GEMS' behalf) and any decompilation of this property by anyone other than GEMS' personnel is prohibited. Customer will use reasonable efforts to protect this property against damage or loss and to prevent any access to or use or decompilation of this property contrary to this prohibition.

Customer shall permit GEMS to connect to the products, or to otherwise access data related to the products, to allow GEMS to gather, aggregate, compile, and use products and resource usage data in various ways including quality initiatives, benchmarking and reporting services. The data collected by GEMS will be used, during and after the term of this Agreement, in a manner that will maintain patient and customer level confidentiality.

OPERATING AND BASIC SERVICE SOFTWARE LICENSE

Definition. "Licensed Software" means the firmware, software, or data compilations (regardless of the media within which they are recorded, fixed or delivered) identified in the order or the written Quotation, as applicable, or provided for the operation, installation, use, de-installation, maintenance, or repair of the hardware identified in the order or the written Quotation, as applicable ("Equipment"), including software for enhancing the operation or functionality of the Equipment, and any other software later provided to Customer by GEMS for use with the Equipment, but in all cases excluding any Advanced Applications Software (as defined below) or any Advanced Service Software (as defined below). Licensed Software that is not stored internally in the Equipment shall include a notice that identifies it as GEMS' proprietary. "Advanced Applications Software" means the firmware, software, or data compilations (regardless of the media within which they are recorded, fixed, or delivered) that (i) are not a part of the base system standard operating software for such Equipment, and (ii) are generally provided by GEMS to its customers for a separate fee or charge, but excluding any Advanced Service Software. For the avoidance of doubt, Advanced Applications Software may be a "stand alone" product or may be incorporated into the Equipment. "Advanced Service Software" means advanced software for servicing GEMS

diagnostic imaging systems that is subject to a separate fee and eligibility criteria and licensed under a separate agreement.

License. Except to the extent further limited by the license terms for specific types of Licensed Software, GEMS grants Customer a limited license to:

- (1) Use and permit Customer's service contractors to use the Licensed Software only on the specific Equipment for which GEMS provided Customer the Licensed Software at the identified geographic location or in the specific vehicle identified in the order or the written Quotation, as applicable.
- (2) Make one copy of the Licensed Software in machine-readable form solely for backup purposes. Customer must reproduce on such copy the copyright notice and any other proprietary notices that were on the original copy.
- (3) Use the copy of the documentation identified in the order or the written Quotation, as applicable, and having a white cover or label and/or a notice that identifies it as "Operating Documentation" ("Operating Documentation"), and use the tools or instruments identified in the order or the Quotation, as applicable, and provided with the Equipment in a container having a white cover or label and/or a notice that identifies them as "Operating Tools" ("Operating Tools") for the sole purpose of using the Licensed Software and Equipment for their intended purpose.
- (4) Transfer all authorized copies of the Licensed Software, Operating Documentation and Operating Tools to a purchaser of the Equipment who accepts all of the terms, conditions and limitations of this limited License and any other applicable license terms.

License Limitations. Except as expressly stated above, Customer is not granted any other rights or licenses in or under the Licensed Software, Operating Documentation or Operating Tools. By way of example, and without limitation, Customer is not granted: any ownership rights in the Licensed Software, Operating Documentation or Operating Tools or any media on which the Licensed Software is recorded or fixed; any other rights or licenses under any of GEMS' intellectual property (e.g., patents, copyrights, trademarks, trade secrets, etc.); any right to modify, adapt, translate, rent, lease, loan, resell for profit, distribute, network or create derivative works of any portion of the Licensed Software or Operating Documentation; any right to de-compile, reverse engineer, disassemble, or otherwise reduce the Licensed Software to a human-perceivable form; any right to electronically transfer any portion of the Licensed Software over a network; or any right to retain copies of any versions of Licensed Software, Operating Documentation or Operating Tools which are rendered redundant by Licensed Software Customer receives from GEMS.

OPERATION AND APPLICATIONS TRAINING

GEMS provides many opportunities for training Customer's staff through GEMS' Learning Solutions TiP "Training in Partnership" program, including on-site applications, GEMS' Education Center courses, and web-delivered courses. Customer may select training at GEMS' then-current standard rates and in accordance with GEMS' then-current training program offerings and terms.

Customer must schedule and complete any TiP applications training programs that Customer orders within 12 months after the date of product delivery. If Customer fails to do so, GEMS' obligation to provide such training to Customer will expire.

USE IN STAGING AND DESIGN TESTING

The products covered by this order or some of their components may have been operated intermittently under normal conditions and/or used in staging similar types of products for up to 9 months at GEMS' manufacturing facility (1) for the purpose of verifying that products and components perform and demonstrate reliability in accordance with their specifications or (2) for the purpose of facilitating the engineering testing of other components and software. Use of products or components in any of the above applications does not impair their useful life or affect GEMS' warranty for the products or components.

Further, the products or some of their components may have undergone design maturity testing at GEMS' manufacturing facility. GEMS periodically conducts design maturity tests on mechanical and electrical components for the purpose of validating the reliability of new or modified product design and manufacturing processes. The tests are conducted on a small percentage of newly manufactured products and simulate normal operation within a product's technical specifications for a period of time generally equal to twice a product's expected mean time between failures. Design maturity tests

of the products or components do not impair their useful life or affect GEMS' warranty for the products or components.

UNAUTHORIZED MODIFICATIONS

Modifications to the products ordered by Customer, or any of their components, could significantly affect their performance or conformance to GEMS' applicable specifications. Any modification of the products, or any of their components, other than as performed or authorized in writing by GEMS, will invalidate and terminate GEMS' warranty for the products, effective on the date of any such modification.

LIMITATIONS OF REMEDIES AND DAMAGES

THE TOTAL LIABILITY OF GEMS AND GEMS' AFFILIATES AND REPRESENTATIVES TO CUSTOMER AND CUSTOMER'S EXCLUSIVE REMEDY FOR ANY AND ALL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO THE PRODUCTS AND SERVICES PROVIDED HEREUNDER, IS LIMITED TO THE PRICE ACTUALLY PAID BY CUSTOMER TO GEMS FOR THE PRODUCT OR SERVICE WHICH IS THE BASIS FOR THE CLAIM. GEMS and GEMS' affiliates and representatives have no liability to Customer for (1) any punitive, incidental or consequential damages, such as lost profit or revenue, (2) any assistance not required under the applicable terms of sale, or (3) any claims related to Customer's order which arise after the warranty period ends.

Customer will be barred from any remedy unless Customer gives GEMS prompt written notice of the problem complained of. This is a commercial sales transaction. Any claim related to this Agreement will be covered solely by commercial legal principles. GEMS, GEMS' affiliates and representatives, and Customer will have no tort liability to the other arising from this Agreement. This limitation does not affect claims by third parties for personal injury due to GEMS', GEMS' affiliates' or representatives', or Customer's negligence or product liability.

DISPUTE RESOLUTION

Any claim or controversy arising out of or relating to this Agreement must be submitted and settled as set forth in this Section. If either party alleges that the other party has breached any of the terms of this Agreement, then the party alleging breach will inform the other party of such breach in writing. Upon receipt of such notice, the allegedly non-performing party will have 20 days to cure the alleged breach. If the parties do not agree that effective cure has been accomplished by the end of the 20-day period, then upon written request of either party, a senior manager from each party will meet in person and confer in good faith to resolve the dispute within 15 days of the expiration of the prior 20-day period. If, after the above procedure, the dispute remains unresolved, the dispute will be submitted to the office of the American Arbitration Association ("AAA") located closest to Chicago, Illinois, for binding arbitration in accordance with the AAA's Commercial Arbitration Rules then in effect, as amended by the Agreement. The law applicable to the arbitration, including the administration and enforcement thereof, is the Federal Arbitration Act, 9 U.S.C. §§ 1-16, as amended from time to time. The cost of the arbitration, including the fees and expenses of the arbitrator(s), will be shared equally by the parties, with each party paying its own attorneys' fees. The arbitrator(s) will have the authority to apportion liability between the parties, but will not have the authority to award any damages not available under this Agreement. The arbitration award will be presented to the parties in writing, and upon the request of either party, will include findings of fact and conclusions of law. The award may be confirmed and enforced in any court of competent jurisdiction. Any post-award proceedings will be governed by the Federal Arbitration Act.

GENERAL MATTERS

Any assignment of this Agreement will be void without the other party's prior written consent, which will not be unreasonably withheld. GEMS may hire subcontractors or use its affiliates to perform work under this Agreement. If any part of this Agreement is found invalid, the remaining part will be effective. The laws of the state where the products are to be installed will govern any dispute between the parties.

ADDITIONAL TERMS

The following Additional Terms will apply only if Customer is purchasing equipment or services in the modality or business specified or, for iCenter and iLinq, if Customer is eligible for the special product features indicated:

I. X-RAY ADDITIONAL TERMS

GEMS' Responsibilities. As part of the purchase price for Customer's order, GEMS will provide the following for X-ray equipment sold to Customer:

- If required, suggested drawings showing:
 - Equipment and general room layouts.
 - Power requirements.
 - Location and specifications of circuit breakers, line switches, junction boxes and conduit raceway.
 - Interconnecting wiring requirements.
 - Location and structural requirements of ceiling and wall supports.
 - X-ray equipment weights and rates of heat dissipation.
- Installation, field assembly, interconnection, equipment calibration, checkout and HHS installation certification of GEMS' equipment. GEMS does not install accessory items such as illuminators, passboxes, cabinets, darkroom equipment or processors.

Customer's Responsibilities. Customer must provide the following:

- Radiation protection requirements specified by a qualified radiation physicist.
- Any room remodeling or construction.
- Proper specified power.
- Proper installation of line switches, circuit breakers, junction boxes, conduit and raceway, and surge protection.
- Proper interconnecting wiring.
- Proper installation of ceiling and wall suspensions and support systems.
- All architectural or seismic preparations, calculations or submittals for state or local approval.
- Layout and installation of convenience outlets. For ease in service, GEMS suggests Customer locate at least one outlet close to the control panel, the X-ray panel, and on each wall.
- Design, layout and installation of general room illumination. Ceiling fixtures (including lighting, air vents and sprinklers) should not extend more than 1/2 inch below the finished ceiling.
- Any air conditioning and plumbing requirements.
- Installation of warning lights and/or interlock switches at main door of the X-ray room.

If applicable, provision and maintenance of an appropriate telephone line at the site for connection to GEMS' InSite Package, which GEMS uses to provide remote diagnostic service for X-ray equipment.

II. CT ADDITIONAL TERMS

GEMS' Responsibilities. As part of the purchase price for Customer's order, GEMS will provide the following for the Computed Tomography ("CT") system sold to Customer:

- If required, suggested drawings showing:
 - Equipment and general room layouts.
 - Power requirements.
 - Location and specifications of circuit breakers, line switches, junction boxes and conduit raceway.
 - Interconnecting wiring requirements.
 - Location and structural requirements of ceiling and wall supports.
 - CT equipment weights and rates of heat dissipation.
- Installation instructions and site preparation studies to help Customer fulfill Customer's responsibility to ensure the site complies with GEMS' applicable site specifications. The studies relate to power, air conditioning and operational considerations of the CT system. A pre-installation instruction manual is available upon request.
- Installation, field assembly, interconnection, equipment calibration and HHS installation certification of GEMS' equipment. GEMS does not install accessory items such as illuminators, passboxes, cabinets, darkroom equipment or processors.

- After the CT system is installed and before it is turned over to Customer for clinical use, GEMS performs tests to determine that the CT system meets GEMS' published performance specifications.
- For transportable, relocatable and mobile CT systems, GEMS will deliver the system to Customer's van manufacturer and will furnish final assembly services to place the system in Customer's van. At the time of order, Customer must notify GEMS of the van manufacturer to which the system is to be shipped. It is Customer's responsibility to make arrangements with the van manufacturer regarding delivery of the van.

Customer's Responsibilities. Customer must provide the following:

- Radiation protection requirements, specified by a qualified radiation physicist.
- Any room remodeling or construction.
- Proper specified power.
- Proper installation of line switches, circuit breakers, junction boxes, conduit and raceway, and surge protection.
- Proper interconnecting wiring.
- Proper installation of ceiling and wall suspensions and support systems.
- All architectural or seismic preparations, calculations or submittals for state or local approval.
- Layout and installation of convenience outlets. For ease in service, GEMS suggests Customer locate at least one outlet close to the control panel, the X-ray panel, and on each wall.
- Design, layout and installation of general room illumination. Ceiling fixtures (including lighting, air vents and sprinklers) should not extend more than 1/2 inch below the finished ceiling.
- Any air conditioning and plumbing requirements.
- Installation of warning lights and/or interlock switches at main door of the X-ray room.
- If applicable, provision and maintenance of an appropriate telephone line at the site for connection to GEMS' InSite Package, which GEMS uses to provide remote diagnostic service for the CT system.

III. MR ADDITIONAL TERMS

GEMS' Responsibilities. As part of the purchase price for Customer's order (except as otherwise indicated), GEMS will provide the following for the Magnetic Resonance ("MR") system sold to Customer:

SITE EVALUATION ASSISTANCE (Signa Horizon, Contour, Profile, MR/i and CV/i Fixed Systems)

GEMS will furnish Customer with the following site planning information and specifications:

- MR Signa Horizon, Contour, Profile, MR/i or CV/i Site Planning Document.
- Site Review: This review consists of an evaluation of available space, dimensional access for the magnet and cryogenics (if applicable), anticipated effects of significant identified quantities of ferromagnetic materials, system acoustics, and other environmental concerns related to operation of the MR system. The evaluation will normally be accomplished through a review of various drawings or documentation furnished by Customer. If GEMS determines it to be necessary, an on-site evaluation will also be made by a GEMS' representative.
- Preliminary Sketch or Drawings: These consist of a suggested space plan for the site showing room sizes, access ways and fringe field distribution. A suggested equipment plan will also be provided (and may be combined with the space plan) showing equipment placement, floor loading, acoustic levels and heat dissipation for each element of the MR system.
- Equipment Installation Drawings: These are final drawings consisting of plans approved by Customer for equipment locations, cryogen venting and plumbing layout, electrical layout and other relevant MR system planning information.
- Magnetic Shield Drawings: If necessary, a suggested magnetic shield design will be provided, consisting of a report and drawings to assist Customer's magnetic shielding vendor in designing, fabricating and installing a magnetic shield.

In addition, if Customer requests, GEMS will review specific parts of Customer's site planning or construction documents to assist Customer in ensuring compliance with GEMS' current MR site planning requirements.

SITE EVALUATION ASSISTANCE (Signa Horizon, Contour, Profile, MR/i and CV/i Transportable and Relocatable Systems)

GEMS will furnish Customer with site planning specifications that, when augmented with Customer's selected van manufacturer's specific planning requirements, are designed to assist Customer's architect or design/build service to plan accommodations for the Signa Horizon, Contour or Profile system. The specifications GEMS furnishes consist of electrical power requirements, fringe field proximity limits, environmental ferrous material limits and site layout requirements.

Depending on the system, specific documents GEMS provides are:

- Signa Horizon, Contour, Profile, MR/i or CV/i Mobile Site Planning Document
- Signa Horizon, Contour Profile, MR/i or CV/i Mobile, Transportable or Relocatable Typical Site Plan

In addition, if Customer requests, GEMS will review specific parts of Customer's site planning documents to assist Customer in ensuring compliance with GEMS' current MR site planning requirements.

Customer's Responsibilities. All of GEMS' site evaluation services rely on and are subject to the completeness and accuracy of information provided by Customer, Customer's agents or representatives and conditions prevailing at the time of GEMS' site evaluation work. GEMS' site evaluation services are intended only to assist Customer in fulfilling Customer's responsibility to ensure that the site complies with GEMS' applicable site specifications.

FINAL ASSEMBLY AND SYSTEM CHECKOUT

For fixed MR systems, the final assembly process will commence after all pre-installation and site planning requirements applicable to the MR system are complete. A pre-installation instruction manual is available upon request. Any rigging required to install the MR system will be at Customer's expense.

GEMS will deliver transportable, relocatable and mobile MR systems to the van manufacturer selected by Customer and will furnish final assembly services to place the MR system in Customer's van. At the time of order, Customer must notify GEMS of the van manufacturer to which the MR system is to be shipped. It is Customer's responsibility to make arrangements with the van manufacturer regarding delivery of the van.

Upon completion of final assembly and prior to delivery to Customer, GEMS will perform prescribed tests to determine that the MR system meets GEMS' applicable performance specifications. For transportable, relocatable and mobile systems, these tests will be performed when assembly in the van is completed, and MR system operation will be rechecked when the van is delivered to Customer.

GEMS will perform final assembly and system checkout services.

THE FOLLOWING PROVISIONS ALSO APPLY:

A. SITE PREPARATION

Customer is responsible for each of the following:

- Preparing the site(s) in which the MR system is to be installed, in strict accordance with GEMS' site planning specifications furnished to Customer (and, in the case of transportable, relocatable or mobile MR systems, with the planning requirements of the van manufacturer).
- Providing all architectural or seismic preparations, calculations or submittals for state and local approval, if required.
- Magnetic or radio frequency shielding additional to that provided as part of the MR system, whether recommended by GEMS or desired by Customer.
- Fire protection, air conditioning, site power, power quality maintenance, customer supplied water chillers and all other environmental requirements and concerns to support initial magnet delivery and magnet installation and final assembly of the MR system.
- Providing a site and surroundings suitable for and undisturbed by installation and operation of an MR system producing strong magnetic and electric fields.
- If applicable, providing and maintaining an appropriate telephone line at the site for connection to GEMS' InSite Package, which GEMS uses to provide remote diagnostic service for the MR system.

B. MAGNET MAINTENANCE AND CRYOGEN SERVICES

The price of the MR system includes all cryogens necessary for final assembly and testing of the MR system. Cryogen loss attributable to power

loss or water chiller failure for the shield cooler or condenser system of the equipment during installation is Customer's responsibility, and Customer will be billed for cryogen replacement in 250 liter (minimum dewar size) increments plus the associated cryogen transfill labor at GEMS' standard hourly billed service rates. After final assembly, Customer will be responsible to supply and install all cryogens, unless cryogen loss is caused by a defect in material or workmanship within the scope of GEMS' applicable published warranty for the MR system. Following final assembly, GEMS will offer magnet maintenance and cryogen service under a separate agreement. The typical helium level upon final assembly as measured using the supplied helium meter is approximately 70%.

Provided cryogen boil-off rates have not been adversely affected by actions of Customer, Customer's agents, employees or subcontractors, or any third party not authorized by GEMS, GEMS is responsible for providing a super-conductive magnet which, at the expiration of the warranty period, has cryogen boil-off rates which do not exceed those stated in GEMS' applicable magnet specifications. GEMS has no responsibility to Customer for cryogen boil-off rates subsequent to expiration or termination of GEMS' applicable published warranty for the MR system.

C. SITE ACCESS CONTROL

The MR system utilizes magnets of high field strength as well as radio frequency electromagnetic fields. The magnetic fields of the MR system attract ferromagnetic articles and are capable of rapidly accelerating such articles toward the magnet, creating corresponding physical danger to persons in the vicinity and possible damage to the MR system. In addition, the magnetic and radio frequency fields of the MR system can adversely affect the operation of pacemakers, equipment containing magnetic reed switches, and aneurysm and surgical clips. Because of the foregoing, Customer is fully responsible for controlling access to the MR system, and for all operations and protocols which use the MR system or are conducted at the site.

IV. ULTRASOUND AND BMD ADDITIONAL TERMS

GEMS' Responsibilities. As part of the purchase price for Customer's order, GEMS will provide the following for the ultrasound and BMD equipment sold to Customer:

- If required, suggested drawings showing:
 - Equipment and general room layout.
 - Power requirements.
 - Ultrasound and BMD equipment weights and rate of heat dissipation.
- Installation, field assembly, equipment calibration, and checkout of equipment. During installation, GEMS will connect GEMS' equipment to a compatible video and/or network connection provided by Customer.

Customer's Responsibilities. Customer must provide the following:

- Any room remodeling or construction.
- All architectural preparations, calculations or submittals for state or local approval.
- Proper specified power as noted in GEMS' published equipment specifications. Proper air conditioning requirements as specified in GEMS' published equipment specifications.
- If applicable, provision and maintenance of an appropriate telephone line for connection to GEMS' InSite Package, which GEMS uses to provide remote diagnostic service for the ultrasound and BMD equipment.
- Schedule vendor service representative for installation of non-GE peripherals.

GEMS has a process for disassembling and recycling the product's components at the end of their life cycle. Please contact a GEMS' sales representative for further instructions.

Customer shall use the ultrasound and BMD equipment only for clinical diagnostic purposes in the diagnosis or treatment of a disease or condition, and not for any entertainment or amusement purposes.

GEMS will install the LOGIQWorks product at Customer's site, provided Customer provides the data and information GEMS requires for custom-configuration. If any components of the LOGIQWorks product ordered become obsolete before shipment, GEMS reserves the right to substitute other components that are comparable or better in functionality for such obsolete components.

V. PET ADDITIONAL TERMS

The following Additional Terms apply to positron emission tomography ("PET") systems.

GEMS' Responsibilities. As part of the purchase price for Customer's order, GEMS will provide the following for the PET system sold to Customer:

SITE EVALUATION ASSISTANCE

GEMS will furnish Customer with the following site planning information and specifications for the PET system GEMS supplies:

- A Site Planning Document.
- Site Evaluation Report: This report consists of an evaluation of available space, dimensional access for equipment, and other environmental concerns related to the operation of the PET system. The evaluation will normally be accomplished by reviewing Customer's drawings or documentation. GEMS will also make any on-site evaluation which GEMS determines to be necessary.
- Preliminary Drawings: These consist of a suggested space plan for the department or site showing room sizes, access ways, and fringe and radiation field distributions. A suggested equipment plan will also be provided (and may be combined with the space plan) showing equipment placement, floor loading, and heat dissipation for each PET system element.
- Equipment Installation Drawings: These are final drawings consisting of plans approved by Customer for equipment locations, plumbing layout, electrical layout and other relevant PET system planning information.
- Radiation Shielding Information: Customer is responsible for radiation shielding additional to that provided as part of the PET system. If necessary, information to assist Customer in designing, fabricating, constructing and installing radiation shielding for the PET system will be provided.

In addition, GEMS will, if Customer requests, review specific parts of Customer's planning or construction documents to assist Customer in ensuring compliance with GEMS' current PET site planning requirements.

Customer's Responsibilities. All of GEMS' site evaluation services rely on and are subject to the completeness and accuracy of information provided by Customer, Customer's agents or representatives, and conditions prevailing at the time of GEMS' site evaluation work. GEMS' site evaluation services are intended only to assist Customer in fulfilling Customer's responsibility to ensure that the site complies with GEMS' applicable site specifications.

RADIOACTIVE SOURCE MATERIALS

If the PET system Customer is purchasing requires the use of radioactive sources that are included in this order, Customer is solely responsible for obtaining any Nuclear Regulatory Commission ("NRC") licenses and other government licenses required to use such sources. If Customer does not provide GEMS with satisfactory evidence that Customer has obtained all required licenses at the time of order entry, GEMS may, at GEMS' option, remove such sources from the order and create a second order for such sources. GEMS will then ship the PET system and bill Customer for the amount due for delivery of the PET system under the original order, less the amount attributable to such sources. GEMS will ship such sources to Customer only after Customer provides GEMS with satisfactory evidence that Customer has obtained all required licenses for such sources and bill Customer for the remaining amount due for such sources upon shipment. Customer shall pay for and accept delivery of the PET system and radioactive sources per the above procedures.

FINAL ASSEMBLY

The final assembly process will commence after all pre-installation and site planning requirements applicable to the PET system are complete. A pre-installation instruction manual is available upon request. GEMS will deliver the PET system and will furnish final assembly services for the PET system GEMS provides. Any rigging required to install the PET system will be at Customer's expense.

SYSTEM CHECKOUT

Upon completion of final assembly and prior to turnover to Customer, GEMS will perform prescribed tests to determine that the PET system meets GEMS' applicable performance specifications.

GEMS will perform final assembly and system checkout services.

THE FOLLOWING PROVISIONS ALSO APPLY:

A. SITE PREPARATION

Customer is responsible for preparing, at Customer's expense, the site(s) in which the PET system is to be installed. Such site preparation must be in strict accordance with GEMS' site planning specifications furnished to Customer. Customer is responsible for providing all architectural/seismic preparation, radiation shielding calculations or submittals for state and local approval if required and for ensuring that radiation shielding is in conformance with all applicable legal and regulatory codes and requirements. GEMS encourages Customer to seek government approvals early in the site planning process. Fire protection, air conditioning, power quality maintenance, and all other environmental requirements and concerns are Customer's responsibility. Customer will provide a site and surroundings suitable for, and undisturbed by, installation and operation of a PET system using and/or producing radiation.

Customer will be responsible for obtaining all required federal, state, and local licenses and permits for radioactive sealed sources and radioisotopes used with the PET system. If permitted under applicable licensing requirements, GEMS' service personnel or GEMS' agents will work under Customer's license and supervision when handling any radioactive substance for which a license is required, or Customer will provide such handling itself under an appropriate license.

Customer will provide all radioactive sources and radioisotopes for calibration and performance checks of the PET system.

Customer is responsible, if applicable, for providing and maintaining an appropriate telephone line at the site for connection to a remote diagnostic service.

B. SITE ACCESS CONTROL

PET systems utilize radioactive materials. As with all systems utilizing radioactive materials, hazards exist creating possible physical danger to persons in the vicinity. Customer is fully responsible for control of access and all operations and protocols of the PET system or the operations and protocols at the site.

C. REGULATORY REQUIREMENTS

Customer is responsible for ensuring that it is in compliance with all federal, state and local requirements that govern the use of the PET system, or any part(s) thereof, including, but not limited to, licensing, compounding, packing, holding and reporting requirements of the FDA, the NRC, state radiation control authorities and state pharmacy and medical boards.

D. END OF LIFE DISPOSAL

At the end of the PET system's useful life, Customer is responsible for disposing of the PET system in accordance with federal, state and local laws and regulations. As a service to customers, GEMS can provide consulting concerning the disposal of old PET products, to help promote compliance with regulations and environmentally responsible disposal methods.

VI. PET CYCLOTRON/CHEMISTRY ADDITIONAL TERMS

The following Additional Terms apply to PET Cyclotron and Chemistry systems ("PET Cyclotron/Chemistry systems").

GEMS' Responsibilities. As part of the purchase price for Customer's order, GEMS will provide the following for the PET Cyclotron/Chemistry system sold to Customer:

SITE EVALUATION ASSISTANCE

GEMS will furnish Customer with the following site planning information and specifications for the PET Cyclotron/Chemistry system GEMS supplies:

- A Site Planning Document.
- Site Evaluation Report: This report consists of an evaluation of available space, dimensional access for equipment, and other environmental concerns related to the operation of the PET Cyclotron/Chemistry system. The evaluation will normally be accomplished by reviewing Customer's drawings

or documentation. GEMS will also make any on-site evaluation which GEMS determines to be necessary.

- **Preliminary Drawings:** These consist of a suggested space plan for the department or site showing room sizes, access ways, and fringe and radiation field distributions. A suggested equipment plan will also be provided (and may be combined with the space plan) showing equipment placement, floor loading, and heat dissipation for each PET Cyclotron/Chemistry system element.
- **Equipment Installation Drawings:** These are final drawings consisting of plans approved by Customer for equipment locations, plumbing layout, electrical layout and other relevant PET Cyclotron/Chemistry system planning information.
- **Radiation Shielding Information:** Customer is responsible for radiation shielding additional to that provided as part of the PET Cyclotron/Chemistry system. If necessary, information to assist Customer in designing, fabricating, constructing and installing radiation shielding for the PET Cyclotron/Chemistry system will be provided.

In addition, GEMS will, if Customer requests, review specific parts of Customer's planning or construction documents to assist Customer in ensuring compliance with GEMS' current PET Cyclotron/Chemistry site planning requirements.

Customer's Responsibilities. All of GEMS' site evaluation services rely on and are subject to the completeness and accuracy of information provided by Customer, Customer's agents or representatives, and conditions prevailing at the time of GEMS' site evaluation work. GEMS' site evaluation services are intended only to assist Customer in fulfilling Customer's responsibility to ensure that the site complies with GEMS' applicable site specifications.

RADIOACTIVE SOURCE MATERIALS

If the PET Cyclotron/Chemistry system Customer is purchasing requires the use of radioactive sources that are included in this order, Customer is solely responsible for obtaining any NRC licenses and other government licenses required to use such sources. If Customer does not provide GEMS with satisfactory evidence that Customer has obtained all required licenses at the time of order entry, GEMS may, at GEMS' option, remove such sources from the order and create a second order for such sources. GEMS will then ship the PET Cyclotron/Chemistry system and bill Customer for the amount due for delivery of the PET Cyclotron/Chemistry system under the original order, less the amount attributable to such sources. GEMS will ship such sources to Customer only after Customer provides GEMS with satisfactory evidence that Customer has obtained all required licenses for such sources and bill Customer for the remaining amount due for such sources upon shipment. Customer shall pay for and accept delivery of the PET Cyclotron/Chemistry system and radioactive sources per the above procedures.

FINAL ASSEMBLY

The final assembly process will commence after all pre-installation and site planning requirements applicable to the PET Cyclotron/Chemistry system are complete. A pre-installation instruction manual is available upon request. GEMS will deliver the PET Cyclotron/Chemistry system and will furnish final assembly services for the PET Cyclotron/Chemistry system GEMS provides. Any rigging required to install the PET Cyclotron/Chemistry system will be at Customer's expense.

SYSTEM CHECKOUT

Upon completion of final assembly and prior to turnover to Customer, GEMS will perform prescribed tests to determine that the PET Cyclotron/Chemistry system meets GEMS' applicable performance specifications. Any target or gas processing system purchased with the PET Cyclotron/Chemistry system must be installed with the original system and prior to system checkout. Installation after this time will require a quotation by the GEMS' installation team and is billable to Customer at GEMS' then-current installation rates.

GEMS will perform final assembly and system checkout services.

THE FOLLOWING PROVISIONS ALSO APPLY:

A. SITE PREPARATION

Customer is responsible for preparing, at Customer's expense, the site(s) in which the PET Cyclotron/Chemistry system is to be installed. Such site preparation must be in strict accordance with GEMS' site planning specifications furnished to Customer. Customer is responsible for providing all architectural/seismic preparation, radiation shielding calculations or submittals for state and local approval if required and for ensuring that radiation shielding is in conformance with all applicable legal and regulatory

codes and requirements. GEMS encourages Customer to seek government approvals early in the site planning process. Fire protection, air conditioning, power quality maintenance, and all other environmental requirements and concerns are Customer's responsibility. Customer will provide a site and surroundings suitable for, and undisturbed by, installation and operation of a PET Cyclotron/Chemistry system using and/or producing radiation.

Customer will be responsible for obtaining all required federal, state, and local licenses and permits for radioactive sealed sources and radioisotopes used with the PET Cyclotron/Chemistry system. If permitted under applicable licensing requirements, GEMS' service personnel or GEMS' agents will work under Customer's license and supervision when handling any radioactive substance for which a license is required, or Customer will provide such handling itself under an appropriate license.

Customer will provide all radioactive sources and radioisotopes for calibration and performance checks of the PET Cyclotron/Chemistry system. GEMS will provide 4.12 grams of ^{18}O water per installed ^{18}F target to perform the GEMS' standard on-site acceptance testing. Customer is responsible for the expense of any additional testing requirements.

B. SYSTEM STORAGE

Any PET Cyclotron/Chemistry system storage fees associated with any part of this order are the exclusive responsibility of Customer. Any handling, rigging, or other fees associated with storage are also Customer's responsibility.

C. SITE ACCESS CONTROL

PET Cyclotron/Chemistry systems utilize radioactive materials. As with all systems utilizing radioactive materials, hazards exist creating possible physical danger to persons in the vicinity. Customer is fully responsible for control of access and all operations and protocols of the PET Cyclotron/Chemistry system or the operations and protocols at the site.

D. REGULATORY REQUIREMENTS

1. The PET Cyclotron/Chemistry system is sold for use in generating radiotracers for diagnostic imaging applications only. GEMS does not sell or intend the PET Cyclotron/Chemistry system or any part(s) thereof, for use in radiation therapy.
2. Customer is responsible for ensuring that Customer is in compliance with all federal, state and local requirements that govern the use of the PET Cyclotron/Chemistry system, or any part(s) thereof, including, but not limited to, licensing, compounding, packing, holding and reporting requirements of the FDA, the NRC, state radiation control authorities and state pharmacy and medical boards.

E. END OF LIFE DISPOSAL

At the end of the PET Cyclotron/Chemistry system's useful life, Customer is responsible for disposing of the PET Cyclotron/Chemistry system in accordance with federal, state and local laws and regulations. As a service to GEMS' customers, GEMS can provide consulting concerning the disposal of old PET Cyclotron/Chemistry products, to help promote compliance with regulations and environmentally responsible disposal methods.

VII. NUCLEAR ADDITIONAL TERMS

GEMS' Responsibilities. As part of the purchase price for Customer's order, GEMS will provide the following for the nuclear imaging equipment sold to Customer:

- If required, suggested drawings showing:
 - Equipment and general room layouts.
 - Power requirements.
 - Nuclear imaging equipment weights and rates of heat dissipation.
- Installation, field assembly, interconnection, equipment calibration, and checkout of GEMS' equipment.

Customer's Responsibilities. Customer must provide the following:

- Any room remodeling or construction.
 - Proper specified power.
- Proper installation of line switches, circuit breakers, junction boxes, conduit and raceway, and surge protection.
- All architectural or seismic preparations, calculations or submittals for state or local approval.
 - Any air conditioning requirements.

- Any rigging required to install the nuclear system in accordance with GEMS' pre-installation instruction manual, which is available upon request.
- If applicable, provision and maintenance of an appropriate telephone line at the site for connection to GEMS' InSite Package, which GEMS uses to provide remote diagnostic service for the nuclear imaging equipment.

Radioactive Source Materials. If the nuclear imaging equipment Customer is purchasing requires the use of radioactive sources that are included in this order, Customer is solely responsible for obtaining any NRC licenses and other government licenses required to use such sources. If Customer does not provide GEMS with satisfactory evidence that Customer has obtained all required licenses at the time of order entry, GEMS may, at GEMS' option, remove such sources from the order and create a second order for such sources. GEMS will then ship the nuclear imaging equipment and bill Customer for the amount due for delivery of the nuclear imaging equipment under the original order, less the amount attributable to such sources. GEMS will ship such sources to Customer only after Customer provides GEMS with satisfactory evidence that Customer has obtained all required licenses for such sources and GEMS will bill Customer for the remaining amount due for such sources upon shipment. Customer shall pay for and accept delivery of the nuclear imaging equipment and radioactive sources per the above procedures.

VIII. GOLD SEAL PREFERRED ADDITIONAL TERMS

The following additional terms apply to the pre-owned Gold Seal Preferred equipment which is identified by catalog numbers beginning with L, NL193-199, and NL528:

Equipment Status. The equipment has been previously owned and used. It is not new. When delivered to Customer, the equipment may have received mechanical, electrical and cosmetic reconditioning as necessary, and will meet its original specifications.

Availability. Since pre-owned equipment may be offered simultaneously to several customers, its sale to Customer is subject to continued availability at the time Customer offers to purchase it. If the equipment is no longer available, (1) GEMS will attempt to identify other pre-owned equipment in GEMS' inventory that meets Customer's needs, and (2) if substitute equipment is not acceptable to Customer, GEMS will cancel the order and refund any deposit Customer has paid GEMS for the canceled order.

Delivery. GEMS will deliver pre-owned mobile, transportable and relocatable MR and CT systems to Customer's site at no additional charge.

Warranty. Equipment identified by catalog numbers beginning with L, NL193-199, and NL528 has a 12 month warranty (the same warranty as for comparable new equipment), unless otherwise specified. These Additional Terms supersede anything that is inconsistent with them in applicable modality Additional Terms or warranties.

IX. iCenter ADDITIONAL TERMS

The iCenter Portal. The iCenter portal facilitates access to 3 types of decision support information features related to GEMS' diagnostic imaging equipment: equipment management, imaging performance, and continuing education. If indicated in GEMS' Quotation, Customer will receive a subscription (as described below) to one or more of the following features at no additional charge as part of the applicable product warranty (except as noted below):

- **Equipment Management Information:** Information focused on the equipment's availability, maintenance history, and contract and billing details.
- **Imaging Performance Information:** Information designed to facilitate productivity enhancements, such as how and when the equipment is being used, who is using it, and how its use compares to the use of similar equipment at Customer's Site and other facilities.
- **Education Manager Information:** Information focused on enhancing Customer's professional development and knowledge, including on-line continuing education and, if specified, the Show Me Video library.

There is a separate charge for Education Manager Information and, if Education Manager Information is being provided to Customer, the charge for the initial 12 month subscription is specified in GEMS' Quotation. The iCenter features specified in GEMS' Quotation are collectively referred to as the "Information."

Subscription. During the product warranty period, GEMS will provide Customer a subscription allowing Customer to access Information for the equipment through the iCenter website specified by GEMS. Customer may separately purchase subscriptions for additional GEMS' diagnostic imaging systems at any time under a separate agreement with GEMS.

During the term of Customer's subscription, Customer is granted a limited, non-exclusive, non-transferable right to search, retrieve, display, download, print and use the Information solely at Customer's Site for internal business use only. Access to the Information will be controlled by user ID and password or other security processes defined by GEMS. Customer will manage password assignment and confidentiality.

Except as expressly permitted above, Customer will not (i) de-compile or reverse engineer any of the associated software and other content and materials related to the Information ("Related Materials"); (ii) sell, sublicense, distribute, or commercially exploit the Information or the Related Materials; (iii) make the Information or any of the Related Materials available to any third party through any means or media; or (iv) modify, publish, transmit, participate in the license, transfer, or sale of, reproduce, create derivative works from, distribute, perform, display, or in any way exploit the Information or any of the Related Materials, in whole or in part, without GEMS' prior written consent.

GEMS reserves the right to upgrade, modify, replace or delete portions of the Information, website, and Related Materials at any time during the subscription.

Ownership and Use of Intellectual Property Rights. The Information and Related Materials are GEMS' property and are protected by copyright and other intellectual property laws of the United States and by applicable international treaties. All rights with regard to the Information are reserved to GEMS. No rights are transferred to Customer by virtue of this subscription except as specifically provided in this subscription. Customer shall abide by all copyright notices, information, or restrictions.

Third Party Contents and Links. GEMS may provide through this subscription third party content or links to third party content. GEMS is not responsible for this content and may remove such content at any time during the applicable warranty period. The terms and conditions for use of such content, including privacy policies applicable to such content, are determined solely by the third party, and not by GEMS.

Customer's Additional Responsibilities. Customer will also:

- Provide all assistance reasonably requested by GEMS or GEMS' representatives to assist in gathering data from Customer's equipment or other equipment or systems, and use commercially reasonable efforts to provide accurate and complete data where any data is provided by Customer.
- Provide and maintain a dedicated telephone line or other connection to Customer's equipment as specified by GEMS, to allow GEMS to access Customer's equipment remotely at all times.
- Comply with the requirements of any implementation guidelines, security procedures or other instructions provided by GEMS, including any requirements to have access to any commercially available software, media player or other technology reasonably necessary for access to or use of the Information.
- Use the Information and Related Materials solely in accordance with this Agreement and in accordance with applicable law.
- Not rely on the Information or Related Materials in Customer's preparation of any reimbursement claim, cost report or similar reports.
- Recognize that all clinical and medical diagnostic decisions are the responsibility of Customer's professional health care providers. The Information and Related Materials are no substitute for their professional judgment and GEMS disclaims all responsibility for Customer's clinical and medical diagnostic evaluations and decisions.
- Not add or link to the website any content or links that infringe the trademark, copyright, patent or other rights of any third party.

GEMS' Additional Responsibilities. GEMS will also:

- Provide Customer access to and use of the Information and Related Materials consistent with these iCenter Additional Terms.

- Use commercially reasonable efforts to make available during Customer's business hours the Information and Related Materials.
- Use commercially reasonable efforts to gather data contemplated under these iCenter Additional Terms from Customer's Equipment and other systems.
- Provide the Information and Related Materials solely in accordance with this subscription agreement and in accordance with applicable law.

Disclaimer of Warranties. NOTWITHSTANDING ANY OTHER WARRANTY PROVISIONS OF THIS AGREEMENT, GEMS EXPRESSLY DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND WITH RESPECT TO THE INFORMATION AND RELATED MATERIALS, WHETHER EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, QUIET ENJOYMENT, SYSTEM INTEGRATION AND DATA ACCURACY, AND TITLE. DUE TO THE NUMBER OF SOURCES FROM WHICH THE INFORMATION IS OBTAINED, AND THE INHERENT HAZARDS OF ELECTRONIC DISTRIBUTION, THERE MAY BE DELAYS, OMISSIONS, OR INACCURACIES. THE INFORMATION AND RELATED MATERIALS COULD INCLUDE TECHNICAL OR OTHER INACCURACIES OR TYPOGRAPHICAL ERRORS, AND MAY NOT BE AVAILABLE WITHOUT INTERRUPTION.

Training. At Customer's request and in conjunction with the activation of Customer's initial subscription, GEMS or GEMS' representatives will provide application training for 2 individuals in the use of the Information and Related Materials (regardless of the number of items of equipment for which Customer has a subscription). Additional applications training may be purchased separately and charges for such training will be in accordance with GEMS' prevailing rates then in effect for such services.

X. iLinq ADDITIONAL TERMS.

For equipment designated as iLinq-capable in GEMS' Quotation, GEMS will provide Customer with the iLinq on-demand support tool on Customer's iLinq-capable equipment at no additional charge during the applicable warranty period. iLinq requires a modem, broadband or other compatible service telecommunications connection to the equipment. All connection costs, whether phone line, hardware, network or otherwise, are Customer's responsibility. A modem is included with iLinq-capable equipment.

XI. ADVANCED APPLICATIONS SOFTWARE ADDITIONAL TERMS

License. Except to the extent further limited by the license terms, if any, for specific types of Advanced Applications Software, GEMS grants Customer a non-transferable, limited license to:

- (1) Use and permit Customer's service contractors to use the Advanced Applications Software only on the specific Equipment for which GEMS provided Customer the Advanced Applications Software at the identified geographic location or in the specific vehicle identified in the order or the written Quotation, as applicable.
- (2) Make one copy of the Advanced Applications Software in machine-readable form solely for backup purposes. Customer must reproduce on such copy the copyright notice and any other proprietary notices that were on the original copy.
- (3) Use the copy of any documentation or materials provided with the Advanced Applications Software for the sole purpose of using the Advanced Applications Software and Equipment for their intended purpose ("Advanced Applications Documentation").

License Limitations. Except as expressly stated above, Customer is not granted any other rights or licenses in or under the Advanced Applications Software or Advanced Applications Documentation. By way of example, and without limitation, Customer is not granted: any ownership rights in the Advanced Applications Software or the Advanced Applications Documentation or any media on which the Advanced Applications Software is recorded or fixed; any other rights or licenses under any of GEMS' intellectual property (e.g., patents, copyrights, trademarks, trade secrets, etc.); any right to modify, adapt, translate, rent, lease, loan, resell for profit,

distribute, network or create derivative works of any portion of the Advanced Applications Software or the Advanced Applications Documentation; any right to de-compile, reverse engineer, disassemble, or otherwise reduce the Advanced Applications Software to a human-perceivable form; any right to electronically transfer any portion of the Advanced Applications Software over a network; any right to sublicense or otherwise transfer the Advanced Applications Software or the Advanced Applications Documentation, or any component thereof, directly to or through any other entity or individual, including without limitation, a purchaser of the specific Equipment for which GEMS provided Customer the Advanced Applications Software ("Transferee"), without GEMS' prior written consent, which consent is within GEMS' sole discretion to grant or withhold, and provided that the Transferee accepts all of the terms, conditions and limitations of the limited license to the Advanced Applications Software and the Advanced Applications Documentation granted hereunder and any other applicable license terms; or any right to retain copies of any versions of the Advanced Applications Software or the Advanced Applications Documentation which are rendered redundant by the Advanced Applications Software Customer receives from GEMS.

XII. CONSTRUCTION ADDITIONAL TERMS

The following terms apply to certain site preparation design and construction services ("Work") provided with GEMS' products. These Additional Terms supersede any conflicting terms and conditions set forth above for the Work. These Additional Terms apply only to the Work; they do not apply to GEMS' products.

Time for Performance. The Work will be commenced as soon as practical after the contract, including the Work, has been formed and GEMS' credit approval of Customer for such contract.

The schedule for GEMS' performance of the Work is based on a workweek of five 8-hour days, Monday through Friday, exclusive of GEMS' observed holidays. Unless stated otherwise, all Work will be performed on the 1st shift (usually between the hours of 7:00 a.m. and 5:00 p.m.).

Substantial Completion. Substantial completion of the Work occurs when the Work is completed to the extent it is available for reasonable use or occupancy (e.g., the Work and Work site are ready for the installation of GEMS' products).

Changes and Extra Work. Customer may request in writing changes in the Work. If those changes affect the price or time required for performance of the Work, GEMS will so advise Customer in writing. The contract for the Work shall be modified by written amendment signed by GEMS' and Customer's authorized representatives to reflect those changes and the resulting changes in price and/or time required for performance of the Work.

Request for Alternate Contractor. If Customer requests that all or a part of the Work be performed by contractor(s) other than the contractor(s) selected by GEMS, Customer will pay to GEMS in addition to the price for the Work all additional costs incurred by GEMS resulting from GEMS' compliance with such request.

Rules at Site. While performing the Work GEMS will observe Customer's reasonable regulations and rules in effect at the Work site, provided GEMS is reasonably notified of such rules and regulations. GEMS will keep the Work site and adjoining premises reasonably clear of GEMS' Work rubbish.

Disclaimer of Work Warranties. GEMS will require GEMS' Work contractor(s) to issue directly to Customer their standard warranty for the portion of the Work provided by such contractor(s) without any recourse or liability to GEMS. GEMS does not warrant the Work, including but not limited to the labor, services or materials forming all or a part of the Work and such items are provided by GEMS AS IS. NO WARRANTIES, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, APPLY TO ANYTHING PROVIDED BY GEMS AS PART OF THE WORK.

Liens. GEMS will, upon receipt of final payment for the Work from Customer, submit to Customer a waiver of lien rights or a similar instrument as may be permitted under the laws of the state where the Work is performed.

Delay in Performance. GEMS is not liable for delays in performance of the Work due to causes beyond GEMS' reasonable control, and GEMS' time for performance of the Work will be extended for a period equal to the time lost

by reason of such delays. In addition, Customer shall pay GEMS for the reasonable and allocable increased costs, if any, resulting from such delays.

Ownership of Drawings. All drawings, specifications, designs, bills of material, calculations, operating instructions and other documents (originals and copies) submitted by GEMS in connection with the Work are confidential and remain GEMS' exclusive property and shall not be used by Customer without GEMS' prior written authorization. Customer may retain copies of these documents as a source of information for maintenance and modification to the Work.

Transportation, Title and Risk of Loss. Title to a completed portion of Work passes to Customer the earlier of its incorporation into the construction or upon GEMS' receipt of payment for such portion of the Work. GEMS remains responsible for transportation and risk of loss for the Work until it reaches substantial completion, after which those responsibilities pass to Customer. If Customer occupies a portion of the Work before its substantial completion, the risk of loss for that portion of the Work passes to Customer upon such occupancy.

Substitution. GEMS may, at its option, make substitutions in the Work if such substitutions would reduce any delay caused by unavailability of specified Work materials or equipment and provided that the substituted Work materials or equipment are of at least equal quality to that specified.

Hazardous Materials. If asbestos or other hazardous materials are known or suspected to be within the Work site and other ancillary areas that GEMS' employees, agents or contractors may occupy during the performance of the Work, Customer will immediately advise GEMS of that condition in writing. Customer will complete its inspection and testing for those materials, and the removal of or implementation of any special precautions to the extent required by applicable regulations governing those materials prior to the on-site Work commencement date designated in GEMS' construction schedule for the Work, if any.

If asbestos or other hazardous materials are suspected or discovered at the Work site or in areas that GEMS or GEMS' contractor(s) occupy during the course of performance of the Work, the discovering party shall immediately advise the other party of that condition and all Work in the effected areas shall cease. Customer shall test the suspected materials for asbestos or other hazardous materials and provide GEMS with copies of the test results before GEMS or GEMS' contractor(s) are required to resume any portion of the Work in the affected areas.

If the asbestos or other hazardous materials must be removed or special precautions must be taken, Customer, at Customer's expense, will immediately remove the asbestos or other hazardous materials or take all precautions required by applicable regulations governing those materials. GEMS will delay the Work at the Work site until Customer has completed removal of the asbestos or other hazardous materials or has taken any other precautions required by applicable regulations. GEMS' time for performance of the Work will be extended for a period equal to the time lost by reason of such delay. In addition, Customer will pay GEMS for the reasonable and allocable increased costs resulting from such delay.

Concealed Conditions. Should concealed or unknown conditions be encountered in the performance of the Work, the Work price and GEMS' time for performance of the Work shall be equitably adjusted by the parties.

Suspension/Termination. Customer may request a suspension of the Work by notifying GEMS in writing in advance of the requested suspension date and indicating the suspension period. GEMS will advise Customer of any estimated increase in price and GEMS' time for performance of the Work resulting from such suspension. Customer shall pay GEMS for the reasonable and allocable increased costs resulting from such suspension and GEMS' time for performance of the Work will be extended for a period equal to the time lost by reason of such suspension.

If the length of such suspension exceeds an aggregate total of 60 calendar days, then GEMS may, at its option and at any time thereafter prior to resumption of GEMS' performance of the Work, either require full or partial payment for the Work in advance or terminate GEMS' contract obligations related to the Work and recover the termination charges described below.

If GEMS' contract obligations related to the Work are terminated by either party, Customer shall pay GEMS for all Work performed and for any expenses related to GEMS' performance of the Work incurred by GEMS up to the date of or as a result of such termination, including reasonable profit on the Work performed.

Customer's Responsibilities. Except to the extent the Work satisfies the Customer's responsibilities for preparation of the site for the installation of GEMS' products, Customer remains responsible for those Customer's responsibilities in accordance with the other provisions of these Terms and Conditions of Sale.

GE Healthcare - Americas: Milwaukee, USA
 Fax: (1) 262 544 3384
 GE Healthcare - Europe: Paris, France
 Fax: +33 (0) 1 30 70 98 55
 GE Healthcare - Asia:
 Tokyo, Japan - Fax: (81) 3-3223-8524
 Singapore - Fax: (65) 291-7006

STANDARD TERMS AND CONDITIONS OF SALE FOR ACCESSORIES AND SUPPLIES

These terms and conditions apply to any sale of GE Healthcare ("GE") accessories and supplies ("Product") that we make separate from a quotation for equipment. These terms and conditions also apply to the sale of Product along with GE equipment under a GE equipment quotation; provided that for such sales the terms and conditions of the GE equipment quotation will take precedence in the event of any conflict with the following provisions below: PRICES, HANDLING CHARGES AND TAXES; PAYMENT; DELIVERY; TRANSPORTATION, TITLE AND RISK OF LOSS; and GENERAL MATTERS.

PRICES, HANDLING CHARGES AND TAXES

Prices are subject to change without notice. Products will be invoiced at the price in effect on the date we accept your order.

No additional shipping and handling charges will apply to orders with standard ground delivery. If priority transportation is requested, it will be provided at our then current charge for such service.

Any applicable taxes will be added to the prices, unless we receive a tax exemption certificate from you that is acceptable to the taxing authorities.

PAYMENT

Payment in full is due upon receipt of our invoice, including any invoice with respect to partial shipments.

If your financial condition gives us, in our judgment, reasonable grounds for insecurity concerning your ability to perform your obligations under this contract, we may require full or partial payment in advance and suspend any further work until the payment is received. Failure to make such payment within ten days of demand by us will be a repudiation of the contract. In such event, we will be entitled to receive reimbursement for our reasonable and proper cancellation charges. You grant to us a purchase money security interest in the Products until we receive full payment.

DELIVERY

Delivery dates are approximate. We are not liable for delays in performance or delivery due to a cause beyond our reasonable control. These causes include, without limitation, any delay of sources to supply materials and equipment, government priorities and labor or transportation problems. If such a delay occurs, we may extend the performance or delivery date for a period of time equal to the delay.

TRANSPORTATION, TITLE AND RISK OF LOSS

C.I.F. our shipping dock pursuant to Section 2-320 of the Uniform Commercial Code. We are responsible for payment of freight and payment for or providing insurance against property damage or loss until delivery to you. Title and risk of ownership passes to you at C.I.F. point. Software is licensed to you under these Standard Terms and Conditions of Sale, but no title to or other interest in such software passes to you.

PRODUCT RETURNS

a. Products may be returned for reasons such as wrong, defective or outdated Products received or Products damaged during shipment. For full instructions please refer to the return policy documentation available online at www.gehealthcare.com or obtain a copy by calling 1-800-558-5102.

- b. A Return Material Authorization must be obtained within 30 calendar days of shipment.
- c. Sterile and environmentally controlled Products cannot be returned unless the Product is defective. Please refer to the Product labeling for these classifications.
- d. Return shipments must be received within 21 calendar days of authorization to receive credit.
- e. Returns, due to no fault of GE, are subject, but not limited to a minimum 15% restocking fee. This charge will not apply to Product failures covered by warranty.
- f. Credit is based upon the condition of the Product and other restrictions may apply.

WARRANTIES AND DISCLAIMER

a. Scope of Warranties

Product Warranties: We warrant to you that Products will (1) be free from defects in material and workmanship and (2) conform to the Product descriptions and specifications contained in our Accessories and/or Supplies catalogs as in effect on the date the Products are shipped to you. If our catalogs do not contain descriptions or specifications for a Product, the manufacturer's applicable descriptions and specifications as in effect on the date the Product is shipped to you will apply.

Title, Patent and Copyright Warranty: We warrant to you that when they are delivered, the Products will be free from defects in title and will not be subject to any valid patent or copyright infringement claim.

b. Duration of Warranties

The GE catalog and/or website includes "Service/Warranty Codes" for each Product. The Service/Warranty Code provides a reference to the attached Service/Warranty Code Descriptions, which identify the installation, warranty, applications and post-warranty service, if any, provided for each Product. The warranty period for all warranted Products, except the warranty of title and the Patent and Copyright Warranty, is limited in time as shown below:

- All Products with Service/Warranty Code T 100 Years
- All Products with Service/Warranty Code V 25 Years
- All Products with Service/Warranty Codes X 15 Years
- All Products with Service/Warranty Codes N or R 2 Years
- All Products with Service/Warranty Codes A, B, C, E, L, P or S 1 Year
- All Products with Service/Warranty Code H 6 Months
- All Products with Service/Warranty Code K 3 Months
- All Products with Service/Warranty Code M 1 Month
- All Products with Service/Warranty Code W Out of Box Failure Only

The warranty period begins on the date the Products are delivered to you. But, if we or our subcontractor installs the Products, the warranty period begins on the earlier of (1) five days after the date we or our subcontractor notifies you that installation has been completed and the Products are operating in accordance with the applicable Product descriptions or specifications, or (2) the date you first use the Products. If such installation is delayed for thirty days or more from the date of delivery for a reason beyond our reasonable control, the warranty period will begin on the thirtieth day after the date of delivery.

c. Warranty Exclusions

These warranties are exclusive and in lieu of all other warranties, representations or conditions, whether written, oral, expressed, implied, or statutory. NO EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE APPLIES.

The warranties do not cover:

1. Any defect or deficiency (including failure to conform to Product descriptions or specifications) which results, in whole or in part, from (a) any alteration, improper storage, handling, use or maintenance, or any extraordinary use, repair or service of the Products, by anyone other than us or our authorized representatives, (b) failure to strictly comply with any written recommendations, instructions, or warnings provided by us or the manufacturer, (c) using or combining the Products with any item or data except as specified in the Product specifications or using or combining the Products with any item or data that does not properly and unambiguously exchange data with the Products in accordance with the Products' specifications, (d) any of your designs, specifications or instructions, (e) any failure to use the Products in accordance with their specifications, including upper and lower date limits, (f) any failure of the Products other than GE-manufactured Products to use or process correctly dates, or (g) any cause external to the Products as furnished by us or beyond our reasonable control;
2. Products not listed in our Accessories and/or Supplies catalogs at the time of sale, and all Service Manuals (Non-listed Products and Service Manuals are provided AS IS).
3. Use of any Product on or in connection with a machine for which it was not designed, and any defect or deficiency (including failure to conform to Product descriptions or specifications) which results, in whole or in part, from machine defects;
4. Your combining the Product with any item of others or with any incompatible items of ours or your failure to acquire or install upgrades, or take other actions, which we may recommend so that Products properly function.
5. The payment or reimbursement of any facility costs arising from repair or replacement of the Products or parts; and
6. Products installed outside the United States and Canada.

d. Exclusive Warranty Remedies

Product Warranties: If you promptly notify us of your warranty claim and make the Product available for service, we will provide the warranty service indicated in the applicable Service/Warranty Code description.

Title, Patent and Copyright Warranty: We will defend or settle any suit against you to the extent it is based on an infringement claim,

which would be a breach of the Title, Patent and Copyright warranty. If the infringement claim is valid, we will pay all damages and costs awarded against you due to the breach. In addition, we will (at our option) obtain a license for you to continue using the infringing Product, provide a non-infringing replacement, alter the Product so that it is non-infringing, or remove the infringing Product and refund that price (less reasonable depreciation) and any return transportation costs paid by you.

The statements above and the warranty service identified in the applicable Service/Warranty Code descriptions are your exclusive remedies and our sole liability for any warranty claims.

DISCLOSURE OF INFORMATION

Any information you transmit to us in connection with the Products is not to be regarded as confidential unless we agree in writing.

SOFTWARE

If we provide computer software in connection with the sale of a Product, we will arrange for you to be granted a non-exclusive license or sublicense to use the software with the Product. By acceptance of the software, you agree to the applicable terms and conditions of the license or sublicense and agree to execute, prior to delivery of the software or upon request, an agreement containing such terms and conditions. A copy of such terms and conditions is available at any time upon request to us.

LIMITATIONS OF REMEDIES AND DAMAGES

THE TOTAL LIABILITY OF US AND OUR AFFILIATES AND REPRESENTATIVES TO YOU AND YOUR EXCLUSIVE REMEDY RELATING TO THE PRODUCTS IS LIMITED TO THE PRICE STATED FOR THE PRODUCT WHICH IS THE BASIS FOR THE CLAIM.

You agree that we and our affiliates and representatives have no liability to you for (1) any punitive, incidental or consequential damages, such as lost profit or revenue, (2) any assistance not required as part of this contract, or (3) anything occurring after the warranty period ends.

You will be barred from any remedy unless you give us prompt written notice of the problem complained of.

This is a commercial sales transaction. Any claim related to this contract will be covered solely by commercial legal principles. WE, OUR AFFILIATES AND REPRESENTATIVES AND YOU WILL NOT HAVE ANY NEGLIGENCE OR OTHER TORT LIABILITY TO THE OTHER ARISING FROM THIS CONTRACT. This limitation does not affect claims by third parties for personal injury due to our, our affiliates' or representatives' or your negligence or product liability.

GENERAL MATTERS

These terms and conditions are intended to be the complete and exclusive statement of the terms of the contract between us. Please understand that our acceptance of your order is expressly made conditional on your assent to all of our terms. No prior proposals, statements, course of dealing or usage of the trade will be part of the contract.

Any assignment of the contract by you will be void without our prior written consent. If any part of the contract is found invalid, the remaining part will be effective. The law of the State of Wisconsin will govern any dispute between us with respect to Products we ship within the United States, and the law of the province of Ontario will govern any dispute between us with respect to Products we ship within Canada.

SERVICE/WARRANTY CODES

a. All Service/Warranty Codes

The terms and conditions of our Product Warranties apply to all warranty claims.

Basic Service Premise for Products – GE Field Engineers will take the first call for service and either provide direct support or arrange for support from the manufacturer or its dealers as indicated by the individual Service/Warranty Code.

If the Service/Warranty Code calls for Product return for repair or in-warranty exchange, you must return the Product as we direct.

We provide warranty service from 8:00 AM to 7:00 PM CST Monday-Friday EXCLUDING OUR HOLIDAYS. If a Service/Warranty Code provides for warranty service to be performed on your site, such service is available outside the above hours at our prevailing service rates and subject to the availability of personnel.

b. Service/Warranty Code Descriptions

A **GE directly**, or through a sub-contractor, **provides** the following:

- Installation.
- Parts.
- On-site warranty service to repair, adjust or replace (at our option and using new or exchange replacement parts) non-conforming products or parts.
- Applications training in some cases (with additional charge).
- Post-warranty service, at prevailing hourly billed service ("HBS") rates and, in some cases, under GE service contracts.

B **GE directly provides** the following through our Global Parts Operation (GPO):

- New or exchange replacement parts at no charge to correct non-conforming products or parts during the warranty period; and
- New or exchange replacement parts at our normal prices for post-warranty repairs.

Note: Installation, applications training and on-site service is the buyer's responsibility. However, our Field Engineers may be available at prevailing HBS rates. Contact GE CARES for availability.

C **GE arranges for the third-party Product Manufacturer or its dealers** to provide the following:

- Installation (in some cases with an additional charge).
- Parts.
- On-site warranty service to repair, adjust, or replace (at the manufacturer's or dealer's option and using new or exchange replacement parts) non-conforming products or parts.
- Applications training in some cases (some with additional charge).
- Post-warranty service at prevailing service rates.

E **GE directly**, or through a sub-contractor, **provides:**

- Installation (in some cases with an additional charge).
- Basic functional troubleshooting (no technical labor) with supplier phone support.
- Coordination of unit exchange or loaner program for in-factory service.

GE arranges for the third-party Product Manufacturer or its dealers to provide in-factory service:

- At no charge during the warranty period.
- At manufacturers or dealer's prevailing service rates outside of the warranty period. Products must be returned to the manufacturer or dealer, at our expense during warranty and your expense after warranty, for repair.

H, K, L and M **GE directly provides the following:**

- Exchange of non-conforming products, which you return to us during the warranty period.

Note: Installation, parts, applications training, and on-site service is the buyer's responsibility.

N, R and S **GE refers to the Product Manufacturer warranty** which provides the following:

- Installation
- Preventative Maintenance
- Parts & Labor

Note: Post-warranty service, at manufacturer's prevailing HBS rates, and in some cases, under GE service contracts. The warranty on the R Service/Warranty Code Battery is 1 Year.

P **GE directly provides** the following:

- Replacement of non-conforming components.

Note: Installation, parts, applications training, and on-site service is the buyer's responsibility.

T, V and X **GE directly provides** the following:

- Replacement of Product only; GE will not replace patient records.
- Product is warranted only for image legibility.

Note: Installation, parts, applications training, and on-site service is the buyer's responsibility.

W **GE directly provides** the following:

- Replacement of Product only for Out of Box failure.

Note: Installation, parts, applications training, and on-site service is the buyer's responsibility.

c. Additional Product or Service Information

FOR ADDITIONAL PRODUCT OR SERVICE INFORMATION OR ASSISTANCE, please contact your Customer Service Rep (in the U.S. call 1-800-558-5102; in Canada call 1-800-668-0732).

ALL REQUESTS FOR SERVICE ON PRODUCTS should be directed through GE CARES (from the U.S. call 1-800-437-1171; from Canada call 1-800-668-0732).

GEMS CONSOLIDATED PRODUCT WARRANTY

Covered Products and Excluded Products

Covered Products

These warranties cover the following equipment and products supplied by GEMS:

- Magnetic Resonance ("MR") Products (new equipment, partial system hardware upgrades).
- Computed Tomography ("CT") Products (new equipment, full system hardware upgrades, partial system hardware upgrades).
- X-ray and Mammography Products (new equipment, partial system hardware upgrades).
- Nuclear Products (new equipment, partial system hardware upgrades).
- Positron Emission Tomography ("PET") Products (new equipment, including scanners, cyclotrons and chemistry labs, and partial system hardware upgrades).
- Ultrasound Products (new equipment).
- Integrated Imaging Solution ("IIS") Products (new workstations and new connectivity products).
- Gold Seal Preferred Products (pre-owned GEMS equipment provided with a warranty).
- Invasive Cardiology Products (new equipment).
- Bone Mineral Densitometry ("BMD") Products (new equipment).

Excluded Products

These warranties do not cover the following equipment and products:

- Accessories and Supplies identified by catalog numbers starting with the letter "E" (covered by a separate warranty).
- Products not listed in GEMS' price pages at the time of sale, normally identified by NL or NW series numbers in GEMS' Quotation (provided with the manufacturer's warranties, if any, GEMS is permitted to pass on to Customer; otherwise, provided AS IS).
- GE X-ray Tubes and GE Image Intensifier Tubes (covered by a separate warranty).
- Maxiray X-ray Tubes (covered by a separate warranty).
- GE PowerTech Power Conditioning Products (covered by a separate warranty).
- New or Exchange Parts sold by GEMS Direct Customer Order Service (covered by a separate warranty).
- Partial System Hardware Upgrades identified in GEMS' e-Pricebook as being eligible only for warranty credits for GEMS' service contract customers.
- Certain GEMS' "book system" products (covered by a separate warranty).
- Products manufactured and sold by GEMS' affiliates (such as GE OEC and GEMS IT), unless otherwise specified in GEMS' Quotation or the sales contracts used by GEMS' affiliates.
- Gold Seal Exchange Products (pre-owned equipment provided AS IS).
- Multi-Vendor Preferred Products (pre-owned non-GE equipment provided with a limited warranty).

Scope and Duration of Warranties

Product Warranties: GEMS warrants to Customer that the Covered Products listed in GEMS' Quotation will (1) be free from defects in material, workmanship, and title, and (2) conform to GEMS' published Covered Product specifications in effect on the date of shipment of the Covered Products. GEMS' published Covered Product specifications are available on request.

Patent and Copyright Warranty: GEMS warrants to Customer that when they are delivered, the Covered Products will not be subject to any valid patent or copyright infringement claim.

Warranty Period: The warranty period for all warranties listed above, except the warranty of title and the Patent and Copyright Warranty, is limited in time as shown in the Warranty Schedule below.

If GEMS does not assemble the Covered Products, the warranty period begins on the date the Covered Products are delivered to Customer. If GEMS assembles the Covered Products, the warranty period begins on the earlier of (1) five days after the date GEMS notifies Customer that GEMS has completed assembly and the Covered Products are operating in accordance with GEMS' published Covered Product specifications, or (2) the date Customer first uses the Covered Products for patient use. If assembly is delayed for thirty days or more after the date of delivery for a reason beyond GEMS' reasonable control, the warranty period will begin on the thirtieth day after the date of delivery.

The warranty period for any Covered Product or part furnished to Customer without a pro rata charge as a warranty remedy will be the remaining portion of the warranty period applicable to the repaired or replaced Covered Product. The warranty period for any replacement Covered Product or part furnished to Customer with a pro rata charge as a warranty remedy will be the full period of the warranty applicable to the replacement Covered Product.

Warranty Exclusions

These warranties are exclusive and in lieu of all other warranties, whether written, oral, expressed, implied or statutory. EXCEPT AS PROVIDED HEREIN, NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, SYSTEM INTEGRATION AND DATA ACCURACY, WILL APPLY. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THOSE DESCRIBED IN THIS DOCUMENT AND NO PRIOR STATEMENTS BY ANY OF GEMS' REPRESENTATIVES SHALL MODIFY OR EXPAND THESE WARRANTIES.

The warranties do not cover:

- Any defect or deficiency (including failure to conform to GEMS' published Covered Product specifications) which results, in whole or in part, from: (1) any improper storage, handling, use or maintenance of the Covered Products, or any alteration, extraordinary use, repair or service of the Covered Products, by anyone other than GEMS, (2) failure to follow any of GEMS' written instructions or recommendations, (3) using or combining the Covered Products with any item or data except as specified in the Covered Product specifications or using or combining the Covered Products with any item or data that does not properly and unambiguously exchange data with the Covered Products in accordance with the Covered Products' specifications, (4) any of Customer's designs, specifications or instructions, (5) any failure to use the Covered Products in accordance with their specifications, including upper and lower date limits, and (6) any cause external to the Covered Products as furnished by GEMS or beyond GEMS' reasonable control, including, but not limited to, power failure, failure to keep Customer's site clean and free of dust, sand and other particles or debris, and, for MR systems, failure of any water chiller system supplied by Customer;
- The payment or reimbursement of any facility costs arising from repair or replacement of the Covered Products or parts;
- Covered Products installed outside the United States and Canada;
- Expendable supply items;

- For MR systems, service to any water chiller systems supplied by Customer;
- For MR systems with LHe/LN or shield cooler configured superconducting magnets (except for MR Systems with LCC magnets), any cryogen supply, cryogenic service or service to the magnet, cryostat, coldhead, shield cooler compressor or superconductive or resistive shim coils unless the need for such supply or service is caused by a defect in material or workmanship covered by these warranties (GEMS' MR Magnet Maintenance and Cryogen Service Agreement is available to provide supplemental coverage during the warranty period); and
- For Proteus XR/a, Revolution XR/d and Precision 500D x-ray systems, collimator bulbs.

Exclusive Warranty Remedies

Product Warranties: If Customer promptly notifies GEMS of Customer's warranty claim and makes the Covered Product available for service, GEMS will at GEMS' option, either repair, adjust or replace (with new or exchange replacement parts) the non-conforming Covered Product or parts of the Covered Product. Except as noted below for batteries, warranty service will be performed without charge from 8:00 a.m. to 5:00 p.m., Monday-Friday, excluding GEMS' holidays, and outside those hours at GEMS' then prevailing service rates and subject to the availability of personnel. Warranty service for batteries used with X-ray and Mammography systems will be performed without charge during the hours shown above only during the first twelve months of the warranty period.

Patent and Copyright Warranty: GEMS will defend or settle any suit against Customer to the extent it is based on an infringement claim that would be a breach of the Patent and Copyright warranty, provided GEMS receives prompt written notice of the claim, Customer's cooperation in its defense or settlement, and complete and exclusive control over its defense or settlement. If a court of competent jurisdiction renders a final judgment that the infringement claim is valid, GEMS will pay all damages and costs awarded against Customer due to the breach. In addition, GEMS will either obtain a license for Customer to continue using the infringing Covered Product, provide a non-infringing replacement, alter the Covered Product so that it is non-infringing, or remove the infringing Covered Product and refund the price (less reasonable depreciation) and any return transportation costs paid by Customer.

Exclusive Remedies and Sole Liability: The above remedies in this EXCLUSIVE WARRANTY REMEDIES section are Customer's exclusive remedies and constitute GEMS' sole liability for any warranty claims. GEMS AND GEMS' AFFILIATES AND REPRESENTATIVES HAVE NO LIABILITY TO CUSTOMER FOR (1) ANY PENAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, SUCH AS EXCESS COSTS INCURRED AND LOST PROFITS OR REVENUE, (2) ANY ASSISTANCE NOT REQUIRED UNDER GEMS' QUOTATION, AND (3) ANYTHING OCCURRING AFTER THE WARRANTY PERIOD ENDS.

LOGIQWorks

For the LOGIQWorks ultrasound product, as part of the product warranty, GEMS will provide the following:

- Repair services will be provided at no charge remotely via Broadband (preferred) or via a phone line/dial-up modem.
- Field support/service is available, for an additional fee.
- Technical support via telephone from 7:00 am to 8:00 pm Central Time, Monday-Friday, excluding GEMS holidays.

Third party software may not be installed on the LOGIQWorks product without GEMS' prior written consent. If such software is installed on the LOGIQWorks product without GEMS' prior written consent, the warranty will be automatically void.

LOGIQBook Standard Warranty

For the LOGIQBook ultrasound product, as part of the system warranty, GEMS will also provide the following:

- Repair services at GEMS service facilities (no field support/service is available).
- Three (3) business day turnaround repair time for systems shipped via overnight delivery (where available), measured from the date of shipment (GEMS is not responsible for delays in overnight shipment).
- Technical support via telephone from 7:00 am to 8:00 pm Central Time, Monday-Friday, excluding GEMS holidays.
- Loaner systems service, for an additional charge.
- Preventative maintenance, for an additional charge.

GEMS is not responsible for any loss of stored data that may occur while the system is being repaired. Further, Customer will be responsible for (1) keeping the original system shipping container for service needs, (2) backing-up data stored on the system, and (3) scheduling or performing system maintenance in accordance with GEMS written instructions.

LOGIQBook Enhanced Warranty

For an additional charge, in addition to the standard warranty, GEMS will also provide the following enhanced warranty features as part of the system warranty:

- Coverage for system damage due to accidental dropping or mishandling, with a maximum of 2 replacement systems during the term of the warranty, at no charge.
- Loaner systems or probe replacement service available for next day delivery (if overnight delivery service is available).

NOTE: This enhanced warranty does not provide coverage for intentional damage to the system or for lost or stolen systems.

Broadband Connectivity

GEMS will provide Customer with expanded warranty protection for eligible GEMS' equipment covered by the Quotation, as identified in the Quotation ("Eligible Equipment"), in consideration of Customer's commitment to provide a broadband network connection to enable GEMS to better provide warranty service for the Eligible Equipment during the warranty period. The following provisions will apply only to Eligible Equipment and only during the warranty period:

Customer's Responsibilities

1. If Customer has not already done so, establishing a broadband network connection at Customer's site that connects to the Eligible Equipment. The broadband connection must be provided via Cisco, Nortel or Checkpoint-compatible VPN, with a minimum of 128k available bandwidth.
2. Providing GEMS with access to the Eligible Equipment through Customer's broadband network connection and maintaining security for Customer's broadband network connection in accordance with appropriate industry best practices (e.g., appropriate internal and external firewalls, etc.).
3. Providing necessary support to maintain the broadband network connection for the Eligible Equipment, including designation of a primary contact person who will respond to GEMS' broadband connection requests and inquiries within 24 hours.
4. Providing GEMS with at least two (2) business days advance notice of any planned changes to Customer's network that may impact the broadband connection for the Eligible Equipment, and providing GEMS with notice of any unplanned changes (e.g., power outages, computer viruses, system crashes) to Customer's network that may impact the broadband connection for the Eligible Equipment within two (2) business days after the occurrence of the unplanned changes, and

cooperating with GEMS in maintaining, as reasonable, the broadband connection during all such planned and unplanned changes.

5. Using all reasonable efforts to ensure that Customer's connection to the Internet and LAN systems operate at a maximum of 75% of capacity and have an uptime rate of at least 98%.

GEMS' Responsibilities

If Customer performs the above responsibilities, GEMS will provide Customer, at no additional charge and in addition to the other remedies available under this warranty, an uptime commitment of 97% (95% for all covered nuclear imaging equipment and all covered X-ray equipment except digital mammography digital radiographic and vascular X-ray products), and uptime remedies, as described below:

1. "Uptime Commitment" means GEMS' commitment on Eligible Equipment uptime during the warranty period, as defined in the Uptime Commitment Calculation below.

2. "Uptime Remedy" is, in addition to the other remedies specified in this warranty, Customer's sole and exclusive remedy if GEMS fails to meet any Uptime Commitment over a 26-week measurement period during the warranty period. Should the Eligible Equipment fail to achieve the Uptime Commitment as calculated by the Uptime Commitment Calculation, GEMS will provide an extension of Customer's service agreement with GEMS for the Eligible Equipment (or, if Customer has not entered into a service agreement with GEMS, the warranty period with respect to the Eligible Equipment) at no additional charge, as follows:

% less than Uptime Commitment Extension

0	0 weeks
0.1 - 3.0	1 week
3.1 - 8.0	2 weeks
8.1 - 13.0	4 weeks
more than 13.0	6 weeks

3. "Uptime Commitment Calculation" means the calculation used to determine GEMS' achievement of the Uptime Commitment, as follows:

The basis for each measurement period is GEMS' standard warranty service coverage hours of a hours per day, b days per week for 26 weeks, less c hours spent on PMs (planned maintenance) during that interval:

Hours1 = a hours per day X b days per week X 26 weeks.

Hours2 = Hours1 - c hours for planned maintenance

Required in-service hours at Customer's % guarantee:

Hours3 = Hours2 X Customer's %.

4. The Eligible Equipment will be considered inoperable and out of service under the Uptime Commitment if, due to GEMS' design, manufacturing, material, or service or maintenance performance failure, the Eligible Equipment is unavailable for scanning patients and diagnosing images on the Equipment display console or operator's console. Peripheral equipment such as remote consoles, magnetic tape drives, hard copy devices, and multi-format and laser cameras are excluded from the terms of the Uptime Commitment. Repair and adjustments required for anything other than Eligible Equipment failure, and damage or inoperability due to any cause other than GEMS' design, manufacturing, material, or service or maintenance performance failure, will be excluded from the Uptime Commitment Calculation, including without limitation damage through misuse, operator error, inadequate environmental or air conditioning protection, power failure, Customer's failure to fulfill Customers' responsibilities, any event or cause excluded under the Quotation, and acts of God. PM time will not be included in the calculation of downtime. If GEMS' responding representative agrees the Eligible Equipment is inoperable due to GEMS' design, manufacturing, material, or service or maintenance performance failure, the Eligible Equipment will be considered out of service from the time the request for

service was received at GEMS' designated facility until the Eligible Equipment is once again turned over to Customer for operation. Should Customer fail to give GEMS immediate and unencumbered access to the Eligible Equipment or continue to obtain scans after notifying GEMS of any Eligible Equipment failure, the Eligible Equipment will be considered to be in service.

Warranty Schedule

12 months

- MR systems and components
- CT systems, components, detectors and full system hardware upgrades
- X-ray and mammography systems, components and full system hardware upgrades
- Nuclear systems and components
- PET systems (scanners, cyclotrons and chemistry labs) and components
- Ultrasound systems, components, modules, full system hardware upgrades, probes and transducers (except for Ultrasound products listed below)
- IIS workstation and connectivity products (except for IIS products listed below)
- Gold Seal Preferred products (unless otherwise specified in Quotation)
- Invasive Cardiology Products
- BMD products

6 months

- MR partial system hardware upgrades (except for partial system hardware upgrades identified in GEMS' e-Pricebook as being eligible only for warranty credits for GEMS' service contract customers)
- CT partial system hardware upgrades (except for partial system hardware upgrades identified in GEMS' e-Pricebook as being eligible only for warranty credits for GEMS' service contract customers)
- X-ray partial system hardware upgrades; high voltage rectifiers and TV camera pick-up tubes
- PET partial system hardware upgrades (scanners, cyclotrons and chemistry labs)
- Nuclear partial system hardware upgrades

60 months, prorated

- Nickel cadmium or lead acid batteries for X-ray and mammography systems (prorated as shown below)

3 months

- HealthNet Lan, Advantage Review — Remote Products (IIS products)
- T3 exchange ultrasound probes and transducers, ultrasound water path attachment kit (Ultrasound products)
- Ultrasound partial system hardware upgrades
- Software only products (unless otherwise specified in the Quotation)

Batteries

For X-ray and mammography systems, if nickel cadmium or lead acid batteries need replacement during their applicable warranty period, Customer will pay the price of the replacement battery in effect on its delivery date less a Pro Rata Credit Allowance. The Pro Rata Credit Allowance for batteries that fail less than 12 months after the warranty begins is 100%. The Pro Rata Credit Allowance for batteries that fail more than 12 months after the warranty begins is:

$$\frac{1 - \# \text{ of Mos. After Warranty Commencement}}{60} \times 100\%$$

For the purpose of Pro Rata Credit Allowance, a fraction of a month less than 15 days will be disregarded, and a fraction of a month equal to or greater than 15 days will be regarded as a full month.

For the LOGIQBook ultrasound system battery, the warranty period is 3 months (non-prorated).

**GE Medical Systems**

General Electric Company

P.O. Box 414, Milwaukee,

WI, 53202-0414

gemedical.com

Danbury Hospital
24 Hospital Avenue
Danbury, CT 06810

Date: January 12, 2005

Quotation Number: LTQC89A

GENERAL ELECTRIC COMPANY is pleased to submit this quotation for the products described herein, subject to the enclosed Terms and Conditions of Sale for GE Medical Systems Products (F3730 11/04) and the following:

- Special Terms: 3777 R11/04
- Warranty: F3705 R11/04
- Terms of Delivery: CIF, per the attached Terms and Conditions of Sale
- Quotation Expiration Date: March 13, 2005
- Terms of Payment: 10% Down with order, 70% Due on delivery of major components and prior to installation, Balance due upon completion of installation and/or availability for first use.
- Contract Price Protection: 12 months from date of contract execution, subject to increase by .5% per month after such 12 month period

GENERAL ELECTRIC COMPANY:

BUYER:

Danbury Hospital

• Submitted By:

• Agreed To By:

Melissa Banks
Sales Representative
GE Healthcare
3200 N. Grandview Boulevard
Waukesha, WI 53188 (WT-897)
Phone: (508) 870-5232

Date

Authorized Customer
Representative

Date

• Accepted By:

Title

Date

• Credit Approval By:

Date



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CT/88111

QUOTATION

Danbury Hospital
24 Hospital Avenue
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Date: January 12, 2005

Quotation Number: LTQC8AA

QTY	CATALOG	DESCRIPTION	PRICE
		Lightspeed Ultra 8 Slice CT System With Xtreme	
1	L7858LE	<p>Certified GoldSeal LightSpeed Ultra Xtream Includes: SmartPrep, D3D & CRT Monitors The LightSpeed Ultra CT Scanner with Xtream is the latest Step in GE's CT Continuum and the next Generation of the Award Winning LightSpeed CT Platform. Providing Increased Coverage, Better Image Quality, and Faster Exams. It does this by Combining the Benefit of Multi-slice Technology - Extended Coverage per Rotations - with the Benefits From GE's Design for Six Sigma (DFSS) - Image Quality, Coverage, and Throughput.</p> <p>The LightSpeed Ultra CT Scanner Again Improves Coverage, Image Quality, and Exam Speed by Expanding Multi-slice Technology From 4 to an Unprecedented 8 Slices per Rotation and by Using DFSS to Redesign the System to Meet the Key Needs Gathered From CT Users Worldwide. The LightSpeed Ultra is a Revolution in Technology and Patient Care. The LightSpeed Ultra has the Ability to Freeze Cardiac Motion, Complete any Study One Breath Hold, and Offers Lower Dose for Any Given Study Over a Four Slice Scanner. Studies Such as Cardiac Imaging, CTA Runoffs, Trauma, Chest/Abdomen/ Pelvis/and Pediatric are All Performed Better and Faster on the LightSpeed Ultra. This Breakthrough Technology Provides the User with Benefits That Help Cut Operating Costs, Improve Departmental Productivity, Increase Diagnostic Confidence and Grow Clinical Applications.</p> <p>In the Tradition of the Continuum, the LightSpeed Ultra Scanner is Available Either as as a Cost Effective Upgrade From Many GE Premium Scanners, Including HSA 1.x/2.x, CT/i, LightSpeed QX/i, and LightSpeed Plus.</p> <p>Key Features:</p> <ul style="list-style-type: none">o Full 360 Degree Rotation Speeds of 0.5, 0.6, 0.7, 0.8, 0.9, 1, 2, 3, and 4 Secondso Faster Scan Times Enable Shorter Breath Holds, More Comfortable Exams, and a Reduced Occurrence of Rescans Due to Patient Motion During the Exam.o Routine Scanning with Image Thickness Selections at or Below 1.25 mm - Optimizing Lesion Detection and Facilitating the Use of Thinner Images for Volume Presentations.o 6 Frame per Second Reconstruction Up to 10 Frames Exam Transfer Rateso Image Decomposition to: - Retrospective Thin Images From Data Sets	

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QTY	CATALOG	DESCRIPTION	PRICE
		<p>Where Thicker Images were Initially Reconstructed</p> <ul style="list-style-type: none">- Facilitates More Detailed Image Analysis Without Need for Re-scans.- Improves 3D Visualization.- For Both Helical and Axialo Four Fundamental Scan Modes Simplify Multi-slice Helical Scanning.o Standard Set of 100 Clinically Proven Protocols and the Ability to Customize over 1000 Protocolso Remote Tilt to Increase Exam Speed, Including Built-in Safety Featureso Built-in Breathing Lightso In Room Start Button Mounted on Gantry with Countdown Display, Facilitates Single Technologist Operation and Improved Departmental Productivity.o GE Proprietary, Non-linear Interpolation Algorithms, Balance Slice Profile, Helical Pitch, Image Noise, and Required Technique.o Tracking Collimator Hardware and Software for X-ray Beam Tracking to Minimize Patient Dose.o GE Software Automates Every Exam Task to Increase Throughput.o Filtration of the X-ray Beam is Optimized Independently for Body and Head Applications.o DLP (Dose Length Product), and Dose Efficiency Display During Scan Prescription Provides Patient Dose Information to the Operator. <p>Clinical Benefits:</p> <ul style="list-style-type: none">o Cardiac CT (Option) Allows ECG Gated Acquisitions of the Heart in SnapShot Modeo Coronary Artery Calcification Imaging (Option)o CTA Runoffo More Thin Slices Faster; Routine Use of Thin Slices Without Components in IQ, Coverage, or Throughput.o Full Organ Coverage in Arterial Phaseo Longer Helical Scanso Multi-phase Organ Studies <p>System Components:</p> <p>Gantry</p> <p>Advanced Slip Ring Design Continuously Rotates Generator, Tube, Detector and Data Acquisition System Around the Patient.</p> <ul style="list-style-type: none">o Aperture: 70 cmo Tilt: +/- 30 Degreeso Tilt Speed: 1 Degree/Second	



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QTY	CATALOG	DESCRIPTION	PRICE
		<ul style="list-style-type: none">o Focus to Detector: 95 cmo Focus to Isocenter: 54 cmo Maximum SFOV: 50 cmo Rotational Speeds: 360 Degrees in 0.5, 0.6, 0.7, 0.8, 0.9, 1.0, 2.0, 3.0, and 4.0 Secondso Remote Tilt From Operator's Consoleo Integrated Breathing Lights and Countdown Timero Integrated Start Scan Button with Countdown to X-ray On <p>Laser Alignment Lights:</p> <ul style="list-style-type: none">o Defined Internal and External Scan Planes to +/- 1 mm Accuracyo Operate Over Full Range of Gantry Tilto Coronal Light Remains Perpendicular to Axial Light as Gantry Tilts Making Visual Readout Easy to Read From the Tableside or the Operator Console. <p>Table</p> <p>Single Table with Cantilever Design Offers a Wide Height Range.</p> <ul style="list-style-type: none">o Vertical Range: 51.6 cm to 99.1 cmo Vertical Scannable Range: 88 cm to 99.1 cmo Elevation Speeds: 5 mm/sec and 40 mm/seco Horizontal Range: 170 cmo Horizontal Scannable Range: 170 cm Metal Free (Axial) and 160 cm Metal Free (Helical & Scout)o Horizontal Speed: Up to 100 mm/seco Table Automatically Recenters on Scan Plane with Changes in Vertical Positiono Table Load Capacity:<ul style="list-style-type: none">- 180 kg (400 lb) with +/- 0.25 mm Positional Accuracy- 205 kg (450 lb) Maximum Allowed with Normal Operation and +/- 1 mm Positional Accuracy <p>NEW X-Ray Tube</p> <p>Performix Ultra Metal-Ceramic Tube Unit Offers an Optimized Design for Exams Requiring a Large Number of Scans Without Tube Cooling.</p> <ul style="list-style-type: none">o Performix Ultra Tube with 6.3 MHU of Storage and Capability of 53.2 kW Operation Provides Increased Helical Performance with Greater Patient Throughput and Virtually No Tube Cooling. Advanced Technology in the Performix Ultra Tube Includes a Metal Ceramic Frame for Long Life, a High Speed Bearing for Sub-second Scanning, a High Efficiency Motor to Accelerate the	

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QTY	CATALOG	DESCRIPTION	PRICE
		Large Anode, and Efficient Cooling for High Throughput and Superior Helical Performance.	
		o Wide Range of Technique Factors (10 mA to 440 mA, in 5 mA Increments) Gives Operator and Physician Flexibility to Tailor Technique to Specific Needs, Optimizing Patient Dose, and Providing the Power Needed to Perform a Broad Spectrum of Axial and Helical Examinations.	
		o Heat Storage Capacity: 6.3 MHU	
		o Heat Dissipation:	
		- Anode (Max) 840 KHU/min	
		- Casing (cont) 300 KHU/min	
		- Tube Unit: 6.9 kW Continuous for 10 Minutes	
		o Dual Focal Spots:	
		- Small Focal Spot: 0.7 (W) x 0.6 (L) Nominal Value; (IEC 336/93); 0.9 mm (W) 0.7 mm (L) (Traditional Methodology)	
		- Large Focal Spot: 0.9 (W) x 0.9 (L) Nominal Value; (IEC 336/93); 1.2 mm (W) x 1.2 mm (L) (Traditional Methodology)	
		o Maximum Power: 53.2 kW	
		o Beam Collimated to 55 Degree Fan Angle.	
		Average Time to Replace Tube: less than or equal to 10 hours	
		High Voltage Generation	
		High Frequency On-board Generator Allows for Continuous Operation During Scan.	
		o 53.2 kW Output Power	
		o kVp: 80, 100, 120, 140 kVp	
		o mA: 10 to 440 mA, 10 mA Increments.	
		Maximum mA for Each kVp Selection:	
		kVp Max mA	
		80 400	
		100 420	
		120 440	
		140 380	
		HiLight Matrix II Detector	
		The LightSpeed Ultra Allows Up to 8 Slices per Rotation. The Benefits From the HiLight Matrix Detector are:	
		o Increased Coverage per Rotation with Thinner Slices	
		o Solid Image Quality From the Use of GE's Patented HiLight Material, a Ceramic Scintillator Specifically Engineered for CT Applications, Leveraging Over 10 Years of GE HiLight Detector Production.	
		o 16 Rows of 1.25 mm Thickness Each Containing 880 Active Patient Elements, 32 Reference Elements.	



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QTY	CATALOG	DESCRIPTION	PRICE
		<ul style="list-style-type: none">o 7 Modes of Data Output:<ul style="list-style-type: none">- 8 x 1.25 mm (Uses Center 8 Rows)- 8 x 2.5 mm (Uses All 16 Rows)- 4 x 1.25 mm (Uses Center 4 Rows)- 4 x 2.5 mm (Uses Center 8 Rows)- 4 x 3.75 mm (Uses Center 12 Rows)- 4 x 5 mm (Uses All 16 Rows)- 1 x 1.25 mm (Uses 1 Row at Center)	
		Data Acquisition System <ul style="list-style-type: none">o 6144 Available Input Channelso 1640 Hz Maximum Sample Rateo Effective Analog to Digital Conversion Range Greater Than Two Million to One	
		Operator Console <ul style="list-style-type: none">o Split Tabletop Allows Unrestricted Patient Viewing While Still Supporting 2 Large Monitors.o Size: 48 Inches Wide x 40.5 Inches Deep x 49.5 Inches High	
		Image Networking up to 10 fps transmitted <ul style="list-style-type: none">o Standard Auto-configuring Etherneto Direct Network Connectiono Supported Protocols<ul style="list-style-type: none">- DICOM 3.0 Network- Advantage Net- InSite Point-to-Point- TCP/IP (for System Administration)	
		Applications Clinical Performance When Selecting a CT Scanner to Meet Your Needs the Primary Concern Shouldn't be the Hardware or Software Specifications, but the Clinical Performance of the System. Why? Because Specifications Alone Only Tell You Part of How the Scanner Will Perform. For Example, if the Only Way to Get Complete Coverage in a Single Breath Hold is to Compromise on Image Quality, or if the Only Way to Get the Image Quality You Want is to Slow the Scanner Down, You Haven't Improved Your Clinical Performance. To Understand the True Clinical Performance of the System, You Have to Consider How Well the Scanner Delivers Three Things - Image Quality, Coverage, Exam Speed - and Whether it can Deliver All Three at Once. The LightSpeed Ultra CT Scanner Offers a Balanced Design to Enabling it to Deliver Clinical Performance, Not Just Specifications.	
		Image Quality <ul style="list-style-type: none">o Low Contrast Detectability (LCD)<ul style="list-style-type: none">- Statistical LCD - on 8 Inch CATPHAN	



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		<p>Phantom</p> <ul style="list-style-type: none">- 5 mm @ 0.3% at 15 mGy- 3 mm @ 0.3% at 37.2 mGy <p>o Noise - on an AAPM Water Phantom or GE Quality Assurance Phantom</p> <ul style="list-style-type: none">- 0.32% +/- 0.03% at 28.5 mGy <p>o High Contrast Spatial Resolution - on GE Performance Phantom</p> <ul style="list-style-type: none">- Standard Algorithm - 8.5 lp/cm @ 0% MTF- Hi-res Algorithm - 15.4 lp/cm @ 0% MTF <p>The LightSpeed Ultra CT is Designed to Deliver Excellent Image Quality at All Imaging Speeds.</p> <p>Coverage</p> <p>The Key Measure of Coverage Performance is Coverage per Second:</p> $\text{Coverage/sec} = \frac{\text{Collimation} \times \text{Pitch}}{\text{Rotation Speed}}$ <p>The LightSpeed Ultra Provides Outstanding Performance with Flexible 4 and 8 Slice Collimation Modes, Extended Helical Pitches, and Fast Rotation Speeds:</p> <ul style="list-style-type: none">o 2 x 0.63 mm Slice Modeso 4 x 1.25, 2.5, 3.75, 5 mm Slice Modeso 8 x 1.25, 2.5 mm Slice Modeso 0.75:1 and 1.5:1 Helical Pitches for 4 Slice Modeso 0.625:1, 0.875:1, 1.35:1, and 1.675:1 Helical Pitches for 8 Slice Modeso 1.25 mm to 67 mm per sec Coverage <p>Exam Speed</p> <p>Scan Speed is Critical to the Performance of a Multi-slice Scanner. The LightSpeed Ultra CT Delivers the Fastest Scan Speeds Available by Combining 8 Slice Acquisition, 1.675:1 Helical Pitch, and 0.5 s Rotation. Because of These Very High Speeds, Scan Time Rarely Limits the Exam Speed or System Throughput of a Multi-slice Scanner. Other Tasks That are Necessary to Complete the Exam can Slow Down the Real Performance of the Scanner:</p> <ul style="list-style-type: none">o Scan Setupo Primary Reconstructiono Filmingo Archivingo Network Transferso Secondary Reconstructiono Secondary Filmingo 3D Processing	



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		<p>The LightSpeed Ultra CT is Designed for High Performance in Each of These Tasks:</p> <ul style="list-style-type: none">o SmartTools Simplifies Scan Setup and Includes All Reconstructions, Filming, Archiving, Transferring Prospectively Reducing Exam Time by Up to 40%. <p>Scan Modes</p> <p>The LightSpeed Ultra CT Scanner System can Perform Virtually Any Clinical Application Due to its Wide Variety of Scan Modes. With the LightSpeed Ultra CT Scanner System, Body CT Studies are Easier to Perform and More Productive Than Ever Before. Helical Scan Mode Offers Continuous 360 Degree Scanning with Table Incrementation and No Interscan Delay. Axial Scan Mode Allows for Up to 8 Contiguous Axial Planes to be Acquired Simultaneously with Each 360 Degree Rotation. The Time Between Scans can be Set by the User-selected Interscan Delay (ISD) or Intergroup Delay (IGD). Axial Scans may be Easily Clustered in Groups to Allow Multiple Scans in a Single Breath hold. Scout, the Final Scan Mode, Offers Single Radiographic Plane for Scan Localization and Graphical Prescription of Prospective Reconstruction. The Extended Range in This Mode Matches Helical Scannable Range.</p> <p>Helical Scans</p> <p>Simplified Scan Prescriptions and Easy-to-use Default Protocols Make the LightSpeed Ultra Scanner System Fast and Efficient In-patient Set up. Contrast Agents may be Better Utilized as Well Due to Significantly Faster Scans. Helical Protocols are Nearly Identical to "Classical" Axial Scan Protocols. At the Beginning of a Study, the Operator Selects the Type of Exam with the Anatomical Programmer, and Indicates the Desired Scan Range - Either Manually or From a Scout.</p> <p>Helical Multi-slice Modes</p> <p>The Complex Nature of Helical Multi-slice Scanning has Been Simplified by Grouping All Critical Acquisition Parameters Within 5 Helical Pitches Optimized for Image Quality and Speed 0.75:1 and 1.5:1 or 4 Slice Acquisition, 0.625:1, 0.875:1, 1.35:1, and 1.675:1 for 8 Slice Acquisition. These Clinically Derived Multi-slice Scan Modes Offer a Wide Range of Selections That Carefully Balance Acquisition Speed, Image Thickness Available for Each Choice of Acquisition Parameters. The 4 Helical Scan Modes Provide Table Speeds From</p>	

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QTY	CATALOG	DESCRIPTION	PRICE
		1.25 mm/Rotation Up to 33 mm per Rotation Enabling Scan Speeds That are Up to 20 Times Faster Than Single Slice Helical Scanners and Up to 3 Times Faster Than 4 Slice Scanners.	
		Prospective Multiple Thickness Reconstruction	
		For All Helical Scan Modes, the Operator can Choose to Reconstruct Images Prospectively in Any of 7 Nominal Image Thicknesses 0.63, 1.25, 2.5, 3.75, 5, 7.5, and 10 mm. In Addition to the Initial Reconstructed Slice Thickness, the Operator has the Option to Prospectively Specify Additional Images to be Reconstructed From a Single Raw Data Set. These Images can be Reconstructed at Any of the Defined Nominal Image Thicknesses Available for a Given Table Speed and Scan Mode. This Effectively Facilitates Later, More Detailed Image Analysis Without Additional Patient Scans and Subsequent Dose and Image Registration Concerns.	
		Helical Scan Parameters: Scan Speed: Full 360 Degree Rotational Scans in 0.5, 0.6, 0.7, 0.8, 0.9 and 1.0	
		Scan Technique: <ul style="list-style-type: none">o kVp: 80, 100, 120, 140 kVpo mA: 10 to 440 mA, 10 mA Incrementso Power: 0.8 to 53.2 kWo Focal Spot Selection:<ul style="list-style-type: none">- Small Spot for Up to 24 kW- Larger Spot for Greater Than 24 kWo Single Acquisition Max. Scan Time: 120 seco Multiple Acquisition Maximum Scan Time: Multiple Scans can be Acquired in One Series to Produce Up to 1500 Contiguous Helical Images. Up to 2000 Seconds Helical Coverage are Possible in Multiple Series.o Minimum Inter-group Delay (IGD): 5 sec Between Adjacent Helical Scanso Scan Fields-of-view:<ul style="list-style-type: none">- 25 cm for Adult Head- 25, 50 cm for Body- 25 cm for Pediatric Head	
		Helical Scan Enhancements Full Simultaneity Allows Complete Image Display, Processing and Analysis, as Well as Image Archival and Filming Concurrent with Scanning and Reconstruction - Even When Acquiring Helical Images in a Multi-slice Mode. Anatomical Programmer: a Ten Region Anatomical Selector Allows Quick and Easy Access to 15 User Programmable Protocols per Region.	

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QTY	CATALOG	DESCRIPTION	PRICE
		Separate Selector for Adult and Pediatric Exams with 150 Protocols Available in Each.	
		<ul style="list-style-type: none">o Ten User-defined Regions. Each Region has One Default Protocol Displayed with the Anatomical Selector for Very Fast Access to Most Commonly Used Protocols.o Protocols Include Preset Scan Time, kVp, mA, Scan Mode, Image Thickness and Spacing, Table Speed, Scan FOV, Display FOV and Center, Recon Algorithm, and Special Image Acquisition and Processing Options.o Any Scan Parameters may be Edited for Each Scan or All Scans - Either Before or During an Exam. The Number of Scans may Also be Easily Changed.o AutoScan: Fully Automates Longitudinal Table Movement and Start of Each Scan.o AutoVoice: 3 Preset (English) and 17 User Defined Messages Automatically Deliver Patient Breathing Instructions, Especially Useful for Multiple Helical Scanning.o Trauma Patient: Allows Patient Scans and Image Display/Analysis Without Entering Patient Data Before Scanning.o Simplified Prescription for Single or Multiple Scans Around an Arbitrary Table Position Aids Biopsy Studies.	
		Axial Scans	
		Multi-slice Acquisitions and Short Interscan Delays Significantly Reduce Potential Misregistration Between Scans by Increasing the Number of Scans Possible in a Patient Breath Hold. Simplified Scan Prescriptions and Easy-to-use Default Protocols Make the LightSpeed Ultra CT Scanner System Fast and Efficient in Patient Set-up. Axial Protocols are Nearly Identical to Helical Scan Protocols.	
		Axial Multi-slice Modes	
		The LightSpeed Ultra CT Scanner System Acquires Axial Scans in Sets of Up to 16 Contiguous Images in One 360 Degree Rotation. The Light Speed Ultra CT Scanner System Acquires Axial Images Up to 8 Times Faster Than Single Slice Scanners with the Same or Better Image Quality. Additionally, Thin Slice Acquisition Reduces Partial Volume Artifacts and Improves Image Quality Versus Conventional Single Slice Axial Scans. For Each Rotation of the Gantry, the LightSpeed Ultra CT Scanner System Collects 8 Rows of Scan Data. There are Four Reconstruction Modes Available for Creating Images From the Multi-slice Scan Data	

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		(1i, 2i, 4i, and 8i). By Using 1i, 2i, and 4i Reconstruction Modes, Scan Data can be Combined Prior to Image Reconstruction to Create Slices with Reduced Partial Volume Artifacts. This is Particularly Useful for Posterior-fossa Imaging.	
		1i Mode:	
		o Produces a Single Image per Rotation	
		o Nominal Thickness: 5, 10 mm	
		2i Mode:	
		o Produces 2 Images per Rotation	
		o Nominal Thickness: .063, 2.5, 5, 7.5, 10 mm	
		o Sub-mm Produces 2, 0.63 mm Images per Rotation	
		4i Mode:	
		o Produces 4 Images per Rotation	
		o Nominal Thickness: 1.25, 2.5, 3.75, 5 mm	
		8i Mode:	
		o Produces 8 Images per Rotation	
		o Nominal Thickness: 0.625, 1.25, 2.5 mm	
		Axial Scan Parameters:	
		In All Cases, Eight Slices of Data are Acquired.	
		Scan Time:	
		o 0.5, 0.6, 0.7, 0.8, 0.9, 1.0, 2.0, 3.0 and 4.0 sec Full Scans (360 Degree Acquisition)	
		Scan Technique:	
		o kVp: 80, 100, 120, 140 kVp	
		o mA: 10 to 440 mA, 10 mA Increments	
		o Power: 0.8 to 53.2 kW	
		o Focal Spot Selection:	
		- Small Spot for Up to 24 kW	
		- Larger Spot for Greater Than 24 kW	
		Scan Plane Geometry:	
		o +/- 30 Degree Angulation Via Gantry Tilt, in 0.5 mm Increments	
		o Longitudinal Positioning in 0.01 mm per Slice Increment. Gantry Display in 0.5 mm Increments.	
		Interscan Delay (ISD):	
		o Minimum ISD with Table Moves of 0-10 mm: 1.0 sec.	
		o Minimum ISD with Table Moves of More Than 10 mm and Up to 20 mm: 1.3 sec	
		o User-selectable	
		Intergroup Delay (IGD):	
		o Minimum IGD is the Same as Minimum ISD; Also User-selectable.	

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		Scan-to-scan Cycle: <ul style="list-style-type: none">o Minimum Scan-to-scan Cycle of 1 sec Possible for 0.5 sec Scan Speed with Minimum ISD's.	
		Scan Fields-of-view: <ul style="list-style-type: none">o 25 cm for Adult Heado 25, 50 cm for Bodyo 25 cm for Pediatric Head	
		Scan with 0 Table Increment, Contiguous Image Location, or Skipped Image Location are Possible. Overlapped Axial Scans are Not Possible.	
		Axial Image Reconstruction Reconstruction Algorithms: Soft Tissue, Standard, Detail, Bone, Lung and Edge. Reconstruction Matrix: 512 Display Matrix: 1024 Display FOV: Freely Variable Center/Off-center, Prospective/Retrospective Target Selection CT Number Scale: -1024 to 3071 HU	
		Axial Image Reconstruction: <ul style="list-style-type: none">o As Fast as 6 frames per second (Image to Image in 8i mode)o Maximum Cycle Time is +/- 10% for Prospective and Retrospective Image Display to Image Display for 512 Matrix with any Display FOV in AutoView (All Layouts) with Concurrent Filming and Image Archival for All Scan Modes.	
		Prospective Multiple Reconstruction (PMR): Up to 3 Sets of Reconstructions can be Pre-programmed as Part of the Scan Protocol Prior to Acquisition. The Operator can Select Different Reconstruction Algorithms and Display Fields-of-view for Each Reconstruction. This Frees the Operator From Sitting at the Console and Directly Contributes to Increased Productivity. The Operator has the Option to Reconstruct the Original Raw Data Set at Any of the Defined Nominal Image Thicknesses.	
		Reconstruction can be Prescribed Down to 1/8 the Original Acquisition Image Thickness for Images Acquired in the 1i Scan Mode, Down to 1/4 the Original Thickness for 2i Mode, and Down to 1/2 the Original Thickness for 4i Mode. Similarly, Additional Reconstruction Supports Partial Volume Artifact Reduction by Reconstructing Images with 2, 4, or 8 Times the Acquisition Image Thickness. These Reconstruction Features Effectively Facilitate	

**GE Medical Systems**

General Electric Company

P.O. Box 414, Milwaukee,

WI, 53202-0414

gemedical.com

QUOTATION

Danbury Hospital
24 Hospital Avenue
Danbury, CT 06810

Date: January 12, 2005

Quotation Number: LTQC8AA

QTY	CATALOG	DESCRIPTION	PRICE
		Later, More Detailed Image Analysis Without Additional Patient Scans and Subsequent Dose and Image Registration Concerns.	
		Warranty The Published Company Warranty in Effect on the Date of Shipment Shall Apply. The Company Reserves the Right to Make Changes. All Specifications are Subject to Change.	
		Regulatory Compliance This Product is Designed to Comply with Applicable Standards Under the Radiation Control for Health and Safety Act of 1968.	
		Laser Alignment Devices Contained Within This Product are Appropriately Labeled According to the Requirements of the Center for Devices and Radiological Health.	
1	W0100CT	CT Onsite System Training For QX/I, CT/I, FX/I, DX/I, LX/I, ZX/I, CT/e o One Four (4) Day Onsite Visit to Coincide With System Start-up. o One Two (2) Day Onsite Follow-UP Visit (6-8 Weeks Post System Start-up).	
		<i>Orders are scheduled for shipment approximately 90 days prior to requested delivery date. Equipment is subject to availability and prior sale, and shipments are not subject to any delivery performance requirement.</i>	
		TOTAL NET EQUIPMENT SELLING PRICE	467,400.00
		<hr/>	
		10% Down with order	46,740.00
		70% Due on delivery of major components and prior to installation	327,180.00
		Balance due upon completion of installation and/or availability for first use	93,480.00
		<hr/>	

All progress payments, including the delivery portion, are due to GE Medical Systems prior to final system calibration. GE Medical Systems reserves the right to delay final system calibration until all such payments are received.

**GE Medical Systems**

General Electric Company

P.O. Box 414, Milwaukee,

WI, 53202-0414

gemedical.com

Danbury Hospital
24 Hospital Avenue
Danbury, CT 06810

Date: January 12, 2005

Quotation Number: LTQC8AA

GENERAL ELECTRIC COMPANY is pleased to submit this quotation for the products described herein, subject to the enclosed Terms and Conditions of Sale for GE Medical Systems Products (F3730 11/04) and the following:

- Special Terms:
- Warranty: F3705 R11/04 7354 R11/04
- Terms of Delivery: CIF, per the attached Terms and Conditions of Sale
- Quotation Expiration Date: March 13, 2005
- Terms of Payment: 10% Down with order, 70% Due on delivery of major components and prior to installation, Balance due upon completion of installation and/or availability for first use.
- Contract Price Protection: 12 months from date of contract execution, subject to increase by .5% per month after such 12 month period

GENERAL ELECTRIC COMPANY:

BUYER:

Danbury Hospital

• Submitted By:

• Agreed To By:

Melissa Banks
Sales Representative
GE Healthcare
3200 N. Grandview Boulevard
Waukesha, WI 53188 (WT-897)
Phone: (508) 870-5232

Date

Authorized Customer
Representative

Date

• Accepted By:

Title

Date

• Credit Approval By:

Date



Quotation Number: S2-C11109 Version 1

Danbury Hospital
24 Hospital Ave
Danbury CT 06810

Attn: Ms. Kathy Kreiger
Purchasing
24 Hospital Ave
Danbury CT 06810

Date: 01-06-2005

QUOTATION

Item No.	QTY	CATALOG	DESCRIPTION
			LOGIQ 7 BT04 Discovery II Demo
	1		LOGIQ 7
			Each configuration consists of the following items
1	1	H44112LJ	LOGIQ 7 DISCOVERY II Console (120v / 60Hz - NTSC)
			GE's Premium Digital Ultrasound System built on truscan Architecture.
			Exclusive Features: Raw Data for post -processing (gain, measurements, annotations, etc.) of images. Image Quality through exclusive "codes" for better resolution at depth. Productivity Auto-Optimize (B-mode, Doppler, and Color), Virtual Convex, LOGIQView (extended FOV), Coded Excitation, PFD, Stand-By mode and Ergonomics.
			Purchasable options: SRI (Speckle Reduction Imaging), CrossBeam (Spatial Compounding), B-Flow (True Hemodynamics), LOGIQView (extended FOV), Advanced 3D (w/ multiplaner displays), Coded Contrast Imaging, ReportWriter, DICOM and Digital printers.
			Scanning Modes: B-Mode, M-Mode, Color Flow, Pulsed Wave, Continuous Wave, Power Doppler, B-Flow.
			System Highlights: Ergonomic design, 17" progressive scan, flat-screen 800x600 color monitor, floating console, 10.4" color LCD, four active transducer ports, 128MB cine memory (640MB optional), 80GB internal hard drive, DVD-R, Image archive, user footrest, integrated on-board peripheral bay and user programmable preset parameters.
			Comprehensive software, annotations, calculations and worksheets supporting obstetrical, gynecological, vascular, and general imaging applications.
			One year warranty with exclusive InSite(TM) service, iLinq capability, three days of on-site applications training and two and one half days of advanced training at the GEMS educational facility in Milwaukee included.
2	1	H4901PE	3.5 C 2-5 MHz Convex Transducer
			Broad spectrum 2-5 MHz convex transducer with a 68 degree aperture/FOV and a 53x18mm footprint. Preferred Applications: ABD, OB, GYN. Biopsy kit E8385MG available.
3	1	H40412LE	E8C 4-10 MHz Convex Transducer
			Broad spectrum 4-11MHz micro convex endocavitary transducer with a 133 degree FOV. Preferred Applications: OB (endovaginal), GYN, ABD. Biopsy kit E8385MJ available.
4	1	H40412LD	M12L 5-13 MHz Linear Matrix Array Transducer

GE MEDICAL SYSTEMS ULTRASOUND & PRIMARY CARE DIAGNOSTICS, LLC

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Quotation Number: S2-C11109 Version 1

Item No.	QTY	CATALOG	DESCRIPTION
			Broad spectrum 5-13MHz linear Active Matrix Array transducer with a 39mm FOV and a 45x10mm footprint. Preferred Applications: small parts, peripheral vascular and neonatal. Biopsy kit E8385RG available.
5	1	H44012LB	DICOM DICOM Software Package Providing the Following DICOM Functionality: Print, Store, Multiframe, Modality Worklist, Verify, MPPS (Modality Performed Procedure Step), and Storage Commitment. Does Not Include Network Hardware which may be Required. Includes: Initial Installation and Connection to Customer Network. Pre-Sale Worksheet Required.
6	1	H44042LA	CrossBeam Option GE's spatial compound imaging. CrossBeam feature include live split screen, compatibility with harmonics and SRI with an adjustable number of angles of 3, 5 or 7. Available on all linear, convex and micro-convex transducers.
7	1	H44052LK	Speckle Reduction Imaging (SRI)Option GE exclusive technique to reduce speckle inherent in ultrasound images. SRI features include live split screen and compatibility with harmonics, color and CrossBeam. The SRI option is available on all probes in all applications.

Quote Summary:

Total Quote Net Selling Price \$112,500.00

(Quoted prices do not reflect state and local taxes if applicable)

If you would like to place an order for this equipment, a formal contract document will be prepared for your consideration. This quote is for budgetary use only; only a GE contract can become a binding order.

GE MEDICAL SYSTEMS ULTRASOUND & PRIMARY CARE DIAGNOSTICS, LLC

GE Company Proprietary and Confidential

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Quotation Number: S2-C11109 Version 1

OPTIONS

(These items are not included in the total quotation amount)

Item No.	QTY	CATALOG	DESCRIPTION	List Price
8	1	H40412LJ	LOGIQ 7 BT04 Discovery II Demo 8C 4-11 MHz Microconvex Transducer Broad spectrum 4-11MHz microconvex transducer with a 133 degree FOV. Preferred Applications: neonatal and pediatric. Biopsy kit currently not available.	\$9,500.00

(Quoted prices do not reflect state and local taxes if applicable)

**GE Medical Systems**

General Electric Company

P.O. Box 414, Milwaukee,

WI, 53202-0414

gemedical.com

*Diag. X - Digital
X Ray
3200***PRELIMINARY PROPOSAL**

Danbury Hospital
24 Hospital Avenue
Danbury, CT 06810

Melissa Banks
1400 Computer Drive
Westborough, MA 01581-5088
(508) 870-5200

LTQC6B.LTQ01 November 04, 2004

QTY	CATALOG	DESCRIPTION	PRICE
		REVOLUTION XR/d	
		Base Systems	
1	L3200JK	GoldSeal Pre-owned Revolution XR/d with Digital Tilting Wallstand (No Table) Revolution XR/d Digital Radiography System, 50/60Hz 120VAC The Revolution XR/d Upright System with a Tilting Digital Wallstand that Provides Excellent Image Quality, Image Manipulation, X-Ray Generation, Operator Control, Dose Reporting and System Maintenance in a Digital Filmless Environment. The Revolution XR/d is Designed for Radiography Applications with the Patient Standing, Sitting, or Lying Sideways on a Gurney and Offers the Following Features: <ul style="list-style-type: none">o Revolution Digital Detector<ul style="list-style-type: none">- Amorphous Silicon, Cesium Iodide-Based Detector 41cm x 41cm Active Area (Single Piece Construction)- Closed-Loop Water Cooled Systemo Acquisition Workstation<ul style="list-style-type: none">- Flat Panel Monitor 1280x1024K, Keyboard, Mouse and CPU/UPS Tower- Easy Image Manipulation: Contrast Invert, Zoom, Window/Level- Multi-Resolution Post Processing- 1600 Image Capacity- 120 VAC, 50/60Hz- Multiple Customizeable Looks- Electronic Left/Right Markerso Quick Image Display<ul style="list-style-type: none">- Preview Image in Less than 3 Seconds- Fully Processed Image in Less than 12 Secondso Standard Network Capability<ul style="list-style-type: none">- Classes (DX or CR)- Storage, SCU- Storage, SCP (DX Only)- Image Auto Transfer- Query Retrieve, SCU- Modality Worklist, SCU- DICOM Print- Ethernet Network Link - DICOM 3.0- Verification Services SCU and SCP- 10/100 Based-T Ethernet Capability- Insite Connectivity - Interactiveo Patient Management	

**GE Medical Systems**

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PRELIMINARY PROPOSAL

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(508) 870-5200

LTQC6B.LTQ01 November 04, 2004

QTY	CATALOG	DESCRIPTION	PRICE
		<ul style="list-style-type: none">- HIS/RIS, Modality Worklist with Worklist Autofresh Feature- Bar Code Reader- Calculated Dose Monitoringo Computer Based Training (CBT) CDo Quality Assurance Program (QAP) with QAP Phantomo Automatic Exposure Control (AEC)o Advantx-E System Manager Module Provides Single Point Control and Monitoring of all Systems Through Software and Includes:<ul style="list-style-type: none">- Touch-N-Turn Plasma Display Console- Advantx Auto Protocol Which Allows Pre Programming of Up to 240 Different Exam Protocols for Rapid Exposure Set-Up- Advantx System Manager Allows Equipment Error Logging and Provides Resident Power Up Diagnostics- kVp Selections Range from 40-150, 1kVp Increments- mA Selections: 10, 12.5, 16, 20, 25, 32, 40, 50, 64, 80, 100, 200, 250, 320, 400, 500, 640, 800, (1000 - 80kW Units Only)- mAs Selections: 0.25, 0.32, 0.40, 0.50, 0.64, 0.8, 1, 1.25, 1.6, 2.0, 2.5, 3.2, 4, 5, 6.4, 8.0, 10, 12.5, 16, 20, 25, 32, 40, 50, 64, 80, 100, 125, 160, 200, 250, 320, 400, 500, 640 (mAs is 500 or less with AEC)o 100cm Focus Grido 180cm Focus Grido GE MX-100 X-Ray Tubeo Standard Warranty: One Year	
1	L3918LJ	<p>GoldSeal Pre-owned Overhead Tube Suspension (2/3 Meter Bridge Select)</p> <p>2/3 Meter Inboard Bridge Select Includes:</p> <p>OTS, MX100 0.6-1.2 X-ray Tube and Collimator, Bridge and Cables XT Extension Select</p> <p>Generators</p>	
1	L3100JY	GoldSeal Pre-owned 80kW HF Generator	

**GE Medical Systems**

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PRELIMINARY PROPOSAL

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24 Hospital Avenue
Danbury, CT 06810

LTQC6B.LTQ01 November 04, 2004

Melissa Banks
1400 Computer Drive
Westborough, MA 01581-5088
(508) 870-5200

<u>QTY</u>	<u>CATALOG</u>	<u>DESCRIPTION</u>	<u>PRICE</u>
		80kW Generator High Frequency and System Cabinet, 60Hz	
		The High Frequency 80kW Power Unit is Designed for Radiographic Applications and Utilizes Microprocessor Controlled Power and Parameter Adjustment	
		o Modular Designed X-Ray System Based on a Digital Communications Network for Improved Reliability and Image Quality	
		o Computer Controlled System Manager and Control Modules	
		o Built-In System Distribution Power Module and Circuit Breaker for Single Point Power Feed to Room Subsystems and "Brown Out" Protection	
		o Millisecond Interrogation and Termination	
		o Specs:	
		- 1000mA at 80kVp	
		- 640mA at 100kVp	
		o Input Power: 360-480VAC, 3 Phase, 60Hz	
		o kVp Range: 40-150kVp, 1kVp Increments	
		o kVp Accuracy: 3% +/-2kVp	
		o mA Range: 0-1000mA	
		Applications	
1	S1200JT	Patient Edit/Image Foldering	
		Patient Edit	
		Provides the Ability to Edit DICOM Patient Information Fields Which are Included in the Medical Application Preference File.	
		Image Foldering	
		Provides the Capability of Organizing Clinical Images (Pre or Post Processing) Into Multiple Patient Folders - Independent of the Order in Which They Were Taken.	
		Options and Accessories	
1	S3918JW	Patient Compression Band	
1	S3918JZ	Lateral Cassette Holder	
		X-Ray Training	

**GE Medical Systems**

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PRELIMINARY PROPOSAL

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LTQC6B.LTQ01 November 04, 2004

Melissa Banks
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(508) 870-5200

<u>QTY</u>	<u>CATALOG</u>	<u>DESCRIPTION</u>	<u>PRICE</u>
1	W0100RA	Six (6) Day Onsite X-ray System Training <ul style="list-style-type: none">o One Four (4) Day Onsite Visit to Coincide With System Start-up.o One Two (2) Day Onsite Follow-up Visit (4-8 Weeks Post System Start-up.)	
TOTAL NET EQUIPMENT SELLING PRICE			315,200.00

**GE Medical Systems**

General Electric Company

P.O. Box 414, Milwaukee,

WI, 53202-0414

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PRELIMINARY PROPOSAL

Danbury Hospital
24 Hospital Avenue
Danbury, CT 06810

LTQC6B.LTQ01 November 04, 2004

Melissa Banks
1400 Computer Drive
Westborough, MA 01581-5088
(508) 870-5200

QTY	CATALOG	DESCRIPTION	PRICE
<u>Equipment Options</u>			
1	S1200JJ	Dual Energy	34,500.00
		Dual Energy Subtraction is an Exposure Technique that Provides Three Diagnostic Images-Standard, Soft Tissue Only, and Bone Only View.	

PRICING PROPOSAL

General Electric Company is pleased to submit this Pricing Proposal for budgetary purposes only. This Pricing Proposal will be valid until January 03, 2005, unless otherwise indicated herein.

If you would like to place an order for the equipment listed herein, your GE Sales Representative will arrange for the preparation and submission to you of a formal GE Quotation, including applicable GE Terms and Conditions and Warranties, for your consideration. Only a formal GE Quotation may be used to create a binding order for this equipment.

Upon request, your GE Sales Representative can also provide you with information concerning GE training, lease/finance and service agreement options.

Danbury Hospital
GE Women's Healthcare Proposal

7/26/04

Pam O'Neill
GE Mammography Sales Rep
617-285-5559

Senographe DS FFDM

Senographe DS FFDM Configuration includes the following:

Senographe DS motorized gantry	
Physicians Review Station	
Applications Training	\$442,000

CAD

CadX Digital System w/ one license	\$96,000
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Laser

Agfa Dry Star Laser	\$60,000
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Summary

Total Investment

Senographe DS FFDM:	\$442,000
CAD Price:	\$ 96,000
Agfa Dry Laser:	<u>\$ 60,000</u>

Total Investment with Upgrade:	<u>\$598,000</u>
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Quotation Number: DR-C7647 Version 1

Danbury Hospital
24 Hospital Ave
Danbury CT 06810

Jay Meyerson
24 Hospital Ave
Danbury CT 06810

Date: 01-13-2005

GE Medical Systems Ultrasound & Primary Care Diagnostics, LLC is pleased to submit this Quotation for the products described herein, subject to the enclosed Terms and Conditions of Sale for GE Medical Systems Products (F3730 11/04), and the following:

- Terms and Conditions: Other Terms and Conditions may apply to certain products in this Quotation (e.g., Accessories). If applicable, such additional Terms and Conditions are also enclosed and will apply to the specified products.
- Warranty: The enclosed GEMS Consolidated Product Warranty (F3705 11/04) will apply to GEMS diagnostic imaging systems. Other warranties may apply to certain products in this Quotation (e.g., Accessories). If applicable, such additional Warranties are also enclosed and will apply to the specified products.
- Terms of Delivery: CIF, per the attached Terms and Conditions of Sale
- Quotation Expiration Date: 02-12-2005
- Billing Terms: 100% billing at delivery
- Payment Terms: UPON RECEIPT
- Contract Price Protection: Six months from date of contract execution, subject to increase 1.0% per month after such six months period.

GE MEDICAL SYSTEMS ULTRASOUND & PRIMARY CARE DIAGNOSTICS, LLC

GE Medical Systems

P.O. Box 414, Milwaukee, WI 53201-0414

www.gemedical.com

Submitted By:

Della Dufresne
Sales Representative Traditional Market

Date

Agreed To By:

Authorized Company
Representative

Date

CUSTOMER

Agreed To By:

Authorized Customer
Representative

Date

(Print or Type Name)

Title

PO#

Return To:

Ultrasound OTR Department

4855 W. Electric Avenue

Milwaukee, WI 53219

Fax: 414-647-6557

GE Lunar OTR Department

726 Heartland Trail

Madison, WI 53717

Fax: 608-826-7108

GE MEDICAL SYSTEMS ULTRASOUND & PRIMARY CARE DIAGNOSTICS, LLC

GE Company Proprietary and Confidential

1/6



Quotation Number: DR-C7647 Version 1

QUOTATION

Item No.	QTY	CATALOG	DESCRIPTION	List Price
	1		Prodigy Advance Plus Full Each configuration consists of the following items	
1	1	H8610AP	Prodigy Advance Plus Full Prodigy Advance Plus, full size BMD system: A high-performance, fan-beam, DEXA, densitometer for diagnosis and monitoring of osteoporosis. The standard package includes AP Spine, HIPAA SecureView, identity signature change, Multimedia Help, Report Center, Automated 6 point secondary calibration (Quality Assurance) with automatic trending, Manual Scan import, Advanced Database tools, SmartFAN, AutoAnalysis of all scan types in automated enCORE software with SmartFAN and AutoAnalysis operating on a Windows-XP platform. Also included: Installation, APPlaud CD-ROM based self-training, one day of on-site applications training, QA/Calibration phantom, service Spine Phantom, Marketing Kit, Workstation PC, cart and one year warranty.	\$150,000.00
2	1	H8604SD	Computer, Prodigy Standard Prodigy Computer, Lunar Direct - Standard Performance (1.7 GHz Intel, 512 MB RAM, 20 GB HD, 64 MB Video RAM, ZIP 250, 56K Modem, 10/100 NIC, Windows XP)	Incl.
3	1	H8625FP	Monitor, Premium (LCD) Premium LCD Flat Panel Multimedia Monitor	\$750.00
4	1	H8625PR	Printer, NT Premium Premium High Volume, High Resolution Color Printer. Recommended for high volume sites or DVA software users.	\$1,000.00
5	1	H8699SD	Computer Table, LNR Assembled Computer Table, Factory Direct, 2 Tier, 64 cm W x 74 cm D x 72 cm T.	Incl.
6	1	H8606AP	APPLAUD CDROM APPLAUD CDROM	Incl.
7	1	H8650DA	SW, DVA (includes APVA) enCore Dual Vertebral Assessment Software	\$7,000.00

GE MEDICAL SYSTEMS ULTRASOUND & PRIMARY CARE DIAGNOSTICS, LLC

GE Company Proprietary and Confidential

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Quotation Number: DR-C7647 Version 1

Item No.	QTY	CATALOG	DESCRIPTION	List Price
			Kit (LU8422)	
8	1	H8650BC	SW, Body Comp enCORE Body Composition Assessment Software	\$7,500.00
9	1	H8650BR	SW, Practice Management Tools enCORE Practice Management Tools	\$7,500.00
10	1	H8650PD	SW Pediatric (Spine and Total Body) Pediatric Software Specialized Spine and Total Body Analysis Software for Patients 5-19 Years Old	\$7,000.00
11	1	H8650SC	SW, oneScan, enCORE Allows the measurement in AP Spine without the legs block.	\$7,000.00
12	1	H8650CD	SW, CAD enCORE Provides advanced analysis of the acquisition scan following user's defined rules, like having a densitometry Expert in your computer. Informs the operator of the presence of abnormalities in the acquisition scan (High Density area, high curvature of the spine, unexpected high/low density ROI...) A report could be also generated and associated to the scan report.	\$7,000.00
13	1	H8650MH	SW, Orthopedic and Positioner Allows the accurate measurement of the Bone Mineral Density and Bone Mineral Content around the implant. For a hip omplant , the standard 7 Gruen zones or the 19 extended Gruen zones are automatically positioned or customized regions of interest (ROI's) that can be customized and copied to another scanned image. Prosthesis, metal fastenings and other artifacts are automated excluded from the analysed region.	\$7,000.00
14	1	H8650DF	DualFemur Dualfemur measures quickly and automatically both right and left femora without repositioning the patient. Each femur BMD and average of both femora is provided in a combined easy-to-read report with patient trending capability.	\$5,000.00



Quotation Number: DR-C7647 Version 1

Item No.	QTY	CATALOG	DESCRIPTION	List Price
15	1	H8650FA	Forearm Forearm software allows the measurement of the forearm BMD (UD 1/3 and Total ROI) at the radius and the ulna. Provided with forearm positioner .	\$5,000.00
16	1	H8650NS	SW, oneVision one Vision Report + Protocols Software	\$7,500.00
17	1	H8650AH	enCORE Advanced Hip Assessment (AHA) sw Advanced Hip Assessment software allows the accurate measurement of the Hip Axis Length (HAL) in mm, the upper neck femoral BMD for better prediction of femoral neck fracture risk and the Cross Sectional Moment of Inertia (CSMI) for a better Patient's follow up. Provided with HAL reference data.	\$5,000.00
18	1	H8650TB	Total Body / Body Composition Total Body and Body Composition software allows the acquisition of the entire body for whole body BMD, lean and fat tissue composition in g and %Fat.	\$7,500.00
19	1	H8650CM	SW, Composer enCORE Composer is the report generator software available for all enCORE based product lines and includes both Business Reports and Physician Reports. Business Reports is a general-purpose query application of the Patient Databases. Patient lists can be generated based upon criteria entered. Canned queries are provided, but the user can customize the software to meet their specific needs. Physician report software (part of Composer) extract the user's selected results, biogragaphy, informations in a report and allows the user to input their recommendation/evaluation of a patient's results based upon the analysis results. Templates are provided for the user but the user can customize the software to meet their specific needs.	\$7,500.00
20	1	H8650TD	SW, TeleDensitometry enCORE TeleDensitometry (fax and email reporting)	\$7,000.00
21	1	H8650DC	SW, DICOM enCORE DICOM Interface (Includes worklist, print and store)	\$7,000.00
22	1	H8650HL	SW, Ambassador HL7 enCORE Ambassador HL7 Worklist Interface	\$7,000.00

GE MEDICAL SYSTEMS ULTRASOUND & PRIMARY CARE DIAGNOSTICS, LLC



Quotation Number: DR-C7647 Version 1

Item No.	QTY	CATALOG	DESCRIPTION	List Price
23	1	H8698PS	Uninterruptible Power Supply Powerware PW9125 Uninterruptible Power Supply The model PW9125 Uninterruptible Power Supply provides voltage regulation, isolation, noise/ surge protection and immediate battery backup.	\$1,000.00
24	1	H8680AD	Training, Lunar USA +One Day One Additional Day of Training (USA)	\$2,000.00

Quote Summary:

Total List Price:	\$263,250.00
Total Discount	(\$185,250.00)
Total Quote Net Selling Price	\$78,000.00

(Quoted prices do not reflect state and local taxes if applicable)

"All progress payments, including the delivery portion, are due to us prior to final system calibration. We reserve the right to delay final system calibration until all such payments are received. If we incur any collection expenses for past due payments, we reserve the right to charge you for such expenses, up to the amount of 10% of the past due payments, and you agree to reimburse us for such expenses.

We will accept order changes up to 5 weeks prior to the scheduled arrival date (the expected equipment delivery date) or within 3 business days after we receive your order. We reserve the right to deny late change requests. If we accept late requests, delivery may be delayed.

ANY CONTRACT RESULTING FROM THIS QUOTATION WILL BE BASED SOLELY AND EXCLUSIVELY ON OUR TERMS AND CONDITIONS OF SALE FOR GE MEDICAL SYSTEMS PRODUCTS AND OTHER TERMS AND CONDITIONS CONTAINED IN OR REFERENCED BY THIS QUOTATION.

ITEMS ASSOCIATED WITH THE ORDERED PRODUCTS AND PROVIDED UNDER THIS QUOTATION WITHOUT SEPARATELY IDENTIFIED CHARGE CONSTITUTE ""DISCOUNTS OR OTHER REDUCTIONS IN PRICE"" UNDER APPLICABLE FEDERAL LAW (42 U.S.C. 1320a-7b).

IT IS THE CUSTOMER'S RESPONSIBILITY TO DISCLOSE SUCH ""DISCOUNTS OR OTHER REDUCTIONS IN PRICE"" AS MAY BE REQUIRED UNDER ANY STATE OR FEDERAL PROGRAM WHICH PROVIDES COST OR CHARGE BASED REIMBURSEMENTS TO THE CUSTOMER FOR THE PRODUCTS OR SERVICES PROVIDED UNDER THIS QUOTATION.

FOR ""NL"" OR ""NW"" PREFIXED CATALOG NUMBERED PRODUCTS, OTHER THAN ""NL521"", ""NL528"", ""NL531""

GE MEDICAL SYSTEMS ULTRASOUND & PRIMARY CARE DIAGNOSTICS, LLC

GE Company Proprietary and Confidential



Quotation Number: DR-C7647 Version 1

OR ""NL538"", WE DO NOT PROVIDE PRE-INSTALLATION OR EQUIPMENT PLANNING SERVICES, INSTALLATION, WARRANTY, SERVICE, PARTS OR APPLICATION SUPPORT. ""FOR 'E' PREFIXED CATALOG NUMBERED PRODUCTS, THE SINGLE LETTER (A THROUGH H) SHOWN AT THE END OF THE QUOTATION DESCRIPTION INDICATES THE SERVICE CODE FOR THE PRODUCT. AN EXPLANATION OF THIS CODE IS FOUND ON THE REVERSE SIDE OF THE ACCESSORIES WARRANTY INCLUDED WITH THIS QUOTATION.""

PRICES SHOWN IN THIS QUOTATION DO NOT INCLUDE TAXES.WHERE APPLICABLE, THEY WILL BE ADDED AND SHOWN SEPARATELY ON INVOICES AT TIME OF BILLING. IF YOU ARE TAX EXEMPT AND THIS IS YOUR FIRST ORDER WITH US, PLEASE REMIT A COPY OF YOUR TAX EXEMPTION CERTIFICATE WITH YOUR ORDER.

IF THIS ORDER INCLUDES PRODUCTS MANUFACTURED BY GE MEDICAL SYSTEMS INFORMATION TECHNOLOGIES, INC. (""GEMS IT""), AN AFFILIATE OF GENERAL ELECTRIC COMPANY, (A) GEMS IT WILL INVOICE YOU SEPARATELY FOR THE PORTION OF THE QUOTATION PURCHASE PRICE ATTRIBUTABLE TO SUCH GEMS IT PRODUCTS, PER THE SAME PAYMENT TERMS REFERENCED HEREIN, AND YOU AGREE TO PAY GEMS IT FOR SUCH PORTION OF THE PURCHASE PRICE, AND (B) UNLESS A SEPARATE GEMS IT WARRANTY IS REFERENCED IN AND ATTACHED TO THIS QUOTATION, SUCH GEMS IT PRODUCTS WILL BE COVERED BY A 12 MONTH WARRANTY PER THE TERMS OF THE GEMS CONSOLIDATED PRODUCT WARRANTY."

TERMS AND CONDITIONS OF SALE FOR GE MEDICAL SYSTEMS PRODUCTS

These Terms and Conditions of Sale apply to the purchase of GE Medical Systems ("GEMS") products either on-line or in response to a written Quotation presented to the customer listed in the Quotation ("Customer") by an authorized GEMS' representative. Certain specified terms and conditions will apply only to on-line purchases or only to purchases in response to a written Quotation, as referenced below. Unless otherwise indicated, these terms and conditions will apply to all purchases of GEMS' products. For certain products or services, additional terms (listed below) will also apply.

These Terms and Conditions of Sale shall also apply to the purchase of GE Medical Systems, Ultrasound & Primary Care Diagnostics, LLC ("GEMS UPDC") products, and the term "GEMS" as used in these Terms and Conditions of Sale shall refer to GEMS UPDC for such sales.

On-Line Purchases. Customer's on-line purchase of GEMS' products through GEMS' website(s) is governed by the E-Commerce Master Agreement between Customer and GEMS and the terms, conditions and warranties (including these Terms and Conditions of Sale) posted on the website(s) at the time Customer submits its order or provided to Customer in connection with an electronic Quotation, each as modified to the extent applicable by any strategic purchasing agreement Customer may have in effect at the time with GEMS.

Other Purchases. Customer's purchase of GEMS' products or services in response to a written Quotation is governed by the Quotation (the multi-page document which has been printed with Customer's name and address, a list of the products covered, price and payment terms), these Terms and Conditions of Sale, applicable warranties, and any additional terms referenced in the Quotation, each as modified to the extent applicable by any strategic purchasing agreement Customer may have in effect at the time with GEMS.

All Purchases. Additional or conflicting terms and conditions submitted on any purchase order or other documentation are expressly superseded by these Terms and Conditions of Sale.

FORMATION OF CONTRACT

On-Line Purchases. Customer makes an offer to purchase under the terms for On-Line Purchases described above when Customer submits its order on-line. GEMS accepts Customer's offer when GEMS ships Customer's order or, if sooner, when GEMS sends Customer a written acceptance (by e-mail, fax or otherwise).

Other Purchases. A written Quotation is a request for an offer to purchase from Customer. By signing and returning the Quotation to GEMS or by sending GEMS a Purchase Order in response to the Quotation, Customer makes an offer to purchase under the terms for Other Purchases described above. GEMS accepts Customer's offer by the signature of GEMS' duly authorized employee on the Quotation, subject to credit review and approval by GEMS' Customer Credit Department, or by GEMS' shipment of Customer's order. Customer will reasonably cooperate with GEMS' Customer Credit Department in seeking credit approval.

All Purchases. GEMS' acceptance of Customer's offer is expressly made conditional on Customer's assent to all of GEMS' terms. No prior proposals, statements, course of dealing or usage of the trade will be part of the contract, except as may have been previously agreed in writing by the parties under a strategic purchasing agreement covering the transaction. In the event of a conflict between the terms of the main body of the Quotation and these Terms and Conditions, the terms of the main body of the Quotation shall govern. After the contract has been formed, it may be modified only by a writing agreed to by Customer and GEMS' authorized representatives.

All orders are subject to (1) GEMS' on-going credit review and approval and (2) GEMS' on-going determination that the Customer and the proposed order are in compliance with all applicable laws and regulations as well as GEMS compliance policies, including but not limited to U.S. Food and Drug Administration ("FDA"), Federal Healthcare Program Anti-kickback, export/import control, and anti-money laundering laws and regulations, as applicable. If GEMS determines in good faith at any time that there are credit and/or compliance issues with the order that have not been satisfactorily addressed, GEMS may cancel the order upon written notice to the Customer.

PRICE, TAXES AND UPGRADES

On-Line Purchases. Customer's price will be confirmed in the order confirmation GEMS sends Customer.

Other Purchases. Customer's price is stated in the written Quotation.

All Purchases. Prices do not include sales, use, gross receipts, excise, value-added, services, penalty, addition to tax, interest, or assessment related thereto or any similar transaction or consumption taxes (collectively, "Taxes"). GEMS shall collect or seek reimbursement for any such Taxes imposed with respect to this Agreement, or services performed hereunder by GEMS or GEMS' subcontractors, from Customer. Such Taxes shall be separately stated on GEMS' invoice(s) to Customer. Customer shall pay any such Taxes that may be levied on or assessed against Customer or GEMS and GEMS' subcontractors and, if GEMS pays any such Taxes, reimburse GEMS. Each party shall be responsible for any personal property or real estate taxes on property that the party owns or leases, for franchise and privilege taxes on its business, and for taxes based on its net income or gross receipts. Prices for upgrades and revisions assume that Customer transfers title to GEMS and returns the replaced component at no charge to GEMS.

PAYMENT

On-Line Purchases. The payment terms will be stated in the order confirmation.

Other Purchases. The payment terms are stated in the written Quotation.

All Purchases. For any products requiring final assembly or installation by GEMS, if such assembly or installation is delayed by more than 30 days after delivery of the products for any reason for which Customer is responsible, GEMS will bill Customer for and Customer will pay GEMS any remaining payments due under the Quotation. Customer grants to GEMS a purchase money security interest in all items ordered until GEMS receives full payment and, upon GEMS' request, Customer will sign and deliver to GEMS any additional documents GEMS may require to perfect this security interest.

If, after product delivery, Customer does not make any payments for the products within 45 days after such payments are due, GEMS may, upon 10 days prior written notice to Customer, either (a) enter upon the Customer's site and remove the products or (b) temporarily disable the products so that they are not operational.

CANCELLATION CHARGES

If Customer cancels this order without GEMS' prior written consent within 90 days before the mutually agreed scheduled delivery date, Customer will pay GEMS a cancellation charge of 15% of the total price of the products ordered under the Quotation. GEMS will retain as a credit toward the cancellation charge any payments GEMS has received up to the amount of the cancellation charge. In addition, in the event of any cancellation for products requiring site evaluation services by GEMS or GEMS' representatives, Customer will pay GEMS reasonable charges for such site evaluation services performed prior to cancellation.

DELIVERY

Delivery dates are approximate. GEMS is not liable for delays in performance or delivery due to causes beyond GEMS' reasonable control. These causes include, without limitation, any delay of sources to supply materials and equipment, government priorities and labor or transportation problems. If such a delay occurs, GEMS may extend the performance or delivery date for a period of time equal to the delay.

If Customer requests a later delivery date within 45 days before the mutually agreed scheduled delivery date, GEMS may, at GEMS' option, deliver the products to a storage facility designated by Customer or, if Customer fails to designate a storage facility, to a storage facility designated by GEMS, at Customer's expense. At the time of such delivery, GEMS will bill Customer for and Customer will pay GEMS for any amounts due upon delivery. If Customer fails to schedule a delivery date with GEMS within 6 months after order entry, GEMS may, at GEMS' option, cancel Customer's order upon written notice to Customer.

TRANSPORTATION, TITLE AND RISK OF LOSS

C.I.F. pursuant to Section 2-320 of the Uniform Commercial Code. GEMS is responsible for payment of freight and for arranging and paying for insurance on behalf of Customer against property damage or loss until delivery to Customer. Title and risk of ownership passes to Customer at GEMS' shipping dock. Software is licensed to Customer under these Terms and Conditions of Sale, but no title to or other interest in such software passes to Customer.

PRE-INSTALLATION RESPONSIBILITIES AND FINAL ASSEMBLY

Customer is responsible for making the place where the products will be located ready for installation in compliance with GEMS' written specifications, including any applicable Additional Terms listed below. Unless otherwise agreed in writing by GEMS, installation of the products will not begin until Customer's responsibilities have been completed. If Customer does not properly complete these responsibilities, there may be delays in delivery of GEMS' products and/or product performance issues that are not covered by GEMS' warranties. GEMS is responsible for assembling GEMS' products (excluding Bone Mineral Densitometry ("BMD") peripheral products) and connecting them to electrical outlets provided by Customer. Customer shall pay any non-GE employees whom Customer uses or requests GEMS to use for installation or assembly. Any installation, field assembly, interconnection, equipment calibration, installation certification and/or checkout of GEMS' products or equipment that GEMS is required to do under the applicable Additional Terms listed below shall be performed during GEMS' normal 40 hour work week, excluding GEMS' holidays.

TESTING AND CERTIFICATION

Customer shall provide any government licenses, permits and approvals needed for installation and use of the products. GEMS will complete final testing using appropriate GEMS' performance specifications, instruments and procedures. GEMS will file any required Federal and State reports relating to GEMS' installation activities.

ACCEPTANCE OF PRODUCTS

Customer accepts the products on the earlier of (1) five days after the date GEMS notifies Customer that GEMS has completed assembly and the products are operating in accordance with GEMS' published performance specifications or (2) the date Customer first uses the products for patient use.

USE OF PRODUCTS

Customer acknowledges that the products are or may be subject to regulation by the FDA. Customer shall not use or permit the products to be used in any manner that does not comply with applicable FDA regulations or for any entertainment or amusement purposes. Further, Customer represents that Customer is purchasing the products for Customer's own use for clinical diagnostic purposes and that Customer does not intend to re-sell the products to any other party or to export the products outside the United States.

LIMITED WARRANTIES AND DISCLAIMER

Warranties are set forth in the warranty form(s) provided by GEMS and available on-line at the time of ordering for on-line purchases or referenced in the written Quotation for other purchases, and are incorporated by reference into these Terms and Conditions of Sale. No warranty is furnished for anything excluded from the warranty form(s) or for Operating Documentation and Operating Tools (as defined below) associated with products. These items are provided AS IS. EXCEPT AS PROVIDED ABOVE, NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, SYSTEM INTEGRATION AND DATA ACCURACY, WILL APPLY TO ANYTHING PROVIDED BY GEMS. GEMS may use refurbished parts in new products as long as GEMS uses the same quality control procedures and warranties as for new products.

NON-LISTED PRODUCTS

GEMS does not install, test, certify or provide GEMS' own software license or warranty for products which are not listed in GEMS' on-line catalog or price pages at the time of sale. These products are normally identified by NL or NW series numbers.

CONFIDENTIAL INFORMATION

The product pricing, terms of sale and other information contained in or disclosed by GEMS pursuant to this Agreement is confidential. Customer may not disclose such pricing, terms and other information to any other party without GEMS' prior written approval, except for any legally required disclosures. GEMS reserves the right to enforce these confidentiality restrictions against any party who wrongfully discloses, receives and/or further disseminates GEMS' confidential information.

GEMS will treat patient information as confidential and comply with any applicable laws concerning the confidentiality of patient information. Further, GEMS and Customer acknowledge that certain portions of the Administrative Simplification section of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320d through d-8 ("HIPAA"), and certain regulations promulgated or to be promulgated pursuant thereto (collectively, "HIPAA Regulations") may apply to GEMS, Customer, and their relationships and operations under this Agreement. GEMS and Customer acknowledges and agree that they have entered into, or will enter into, such Business Associate Agreements and/or other similar agreements (collectively, "HIPAA Agreements") that are required to satisfy the respective obligations of both parties under the applicable provisions of HIPAA and the HIPAA Regulations. Notwithstanding any other provision in this Agreement to the contrary, to the extent the terms of such HIPAA Agreements relate to GEMS' performance under this Agreement, the terms of such HIPAA Agreements shall control over the terms of this Agreement to the extent required to allow both parties to comply with the applicable provisions of HIPAA and the HIPAA Regulations.

SERVICE MATERIAL USE AND DATA ACCESS

In connection with the installation, configuration, maintenance, repair and/or de-installation of products, GEMS may deliver to Customer's site, along with the products or separately, and store at Customer's site, attach to or install on the products, and use, materials that have not been purchased by or licensed to Customer. Customer hereby consents to (a) this delivery, storage, attachment, installation and use, (b) the presence of GEMS' locked cabinet or box on Customer's site for storage of this property, and (c) GEMS' removal of all or any part of this property at any reasonable time, all without charge to GEMS. The presence of this property within Customer's site will not give Customer any right or title to this property or any license or other right to access, use or decompile this property. Any access to or use of this property (except in compliance with GEMS' written directions to Customer to determine product performance on GEMS' behalf) and any decompilation of this property by anyone other than GEMS' personnel is prohibited. Customer will use reasonable efforts to protect this property against damage or loss and to prevent any access to or use or decompilation of this property contrary to this prohibition.

Customer shall permit GEMS to connect to the products, or to otherwise access data related to the products, to allow GEMS to gather, aggregate, compile, and use products and resource usage data in various ways including quality initiatives, benchmarking and reporting services. The data collected by GEMS will be used, during and after the term of this Agreement, in a manner that will maintain patient and customer level confidentiality.

OPERATING AND BASIC SERVICE SOFTWARE LICENSE

Definition. "Licensed Software" means the firmware, software, or data compilations (regardless of the media within which they are recorded, fixed or delivered) identified in the order or the written Quotation, as applicable, or provided for the operation, installation, use, de-installation, maintenance, or repair of the hardware identified in the order or the written Quotation, as applicable ("Equipment"), including software for enhancing the operation or functionality of the Equipment, and any other software later provided to Customer by GEMS for use with the Equipment, but in all cases excluding any Advanced Applications Software (as defined below) or any Advanced Service Software (as defined below). Licensed Software that is not stored internally in the Equipment shall include a notice that identifies it as GEMS' proprietary. "Advanced Applications Software" means the firmware, software, or data compilations (regardless of the media within which they are recorded, fixed, or delivered) that (i) are not a part of the base system standard operating software for such Equipment, and (ii) are generally provided by GEMS to its customers for a separate fee or charge, but excluding any Advanced Service Software. For the avoidance of doubt, Advanced Applications Software may be a "stand alone" product or may be incorporated into the Equipment. "Advanced Service Software" means advanced software for servicing GEMS

diagnostic imaging systems that is subject to a separate fee and eligibility criteria and licensed under a separate agreement.

License. Except to the extent further limited by the license terms for specific types of Licensed Software, GEMS grants Customer a limited license to:

- (1) Use and permit Customer's service contractors to use the Licensed Software only on the specific Equipment for which GEMS provided Customer the Licensed Software at the identified geographic location or in the specific vehicle identified in the order or the written Quotation, as applicable.
- (2) Make one copy of the Licensed Software in machine-readable form solely for backup purposes. Customer must reproduce on such copy the copyright notice and any other proprietary notices that were on the original copy.
- (3) Use the copy of the documentation identified in the order or the written Quotation, as applicable, and having a white cover or label and/or a notice that identifies it as "Operating Documentation" ("Operating Documentation"), and use the tools or instruments identified in the order or the Quotation, as applicable, and provided with the Equipment in a container having a white cover or label and/or a notice that identifies them as "Operating Tools" ("Operating Tools") for the sole purpose of using the Licensed Software and Equipment for their intended purpose.
- (4) Transfer all authorized copies of the Licensed Software, Operating Documentation and Operating Tools to a purchaser of the Equipment who accepts all of the terms, conditions and limitations of this limited License and any other applicable license terms.

License Limitations. Except as expressly stated above, Customer is not granted any other rights or licenses in or under the Licensed Software, Operating Documentation or Operating Tools. By way of example, and without limitation, Customer is not granted: any ownership rights in the Licensed Software, Operating Documentation or Operating Tools or any media on which the Licensed Software is recorded or fixed; any other rights or licenses under any of GEMS' intellectual property (e.g., patents, copyrights, trademarks, trade secrets, etc.); any right to modify, adapt, translate, rent, lease, loan, resell for profit, distribute, network or create derivative works of any portion of the Licensed Software or Operating Documentation; any right to de-compile, reverse engineer, disassemble, or otherwise reduce the Licensed Software to a human-perceivable form; any right to electronically transfer any portion of the Licensed Software over a network; or any right to retain copies of any versions of Licensed Software, Operating Documentation or Operating Tools which are rendered redundant by Licensed Software Customer receives from GEMS.

OPERATION AND APPLICATIONS TRAINING

GEMS provides many opportunities for training Customer's staff through GEMS' Learning Solutions TiP "Training in Partnership" program, including on-site applications, GEMS' Education Center courses, and web-delivered courses. Customer may select training at GEMS' then-current standard rates and in accordance with GEMS' then-current training program offerings and terms.

Customer must schedule and complete any TiP applications training programs that Customer orders within 12 months after the date of product delivery. If Customer fails to do so, GEMS' obligation to provide such training to Customer will expire.

USE IN STAGING AND DESIGN TESTING

The products covered by this order or some of their components may have been operated intermittently under normal conditions and/or used in staging similar types of products for up to 9 months at GEMS' manufacturing facility (1) for the purpose of verifying that products and components perform and demonstrate reliability in accordance with their specifications or (2) for the purpose of facilitating the engineering testing of other components and software. Use of products or components in any of the above applications does not impair their useful life or affect GEMS' warranty for the products or components.

Further, the products or some of their components may have undergone design maturity testing at GEMS' manufacturing facility. GEMS periodically conducts design maturity tests on mechanical and electrical components for the purpose of validating the reliability of new or modified product design and manufacturing processes. The tests are conducted on a small percentage of newly manufactured products and simulate normal operation within a product's technical specifications for a period of time generally equal to twice a product's expected mean time between failures. Design maturity tests

of the products or components do not impair their useful life or affect GEMS' warranty for the products or components.

UNAUTHORIZED MODIFICATIONS

Modifications to the products ordered by Customer, or any of their components, could significantly affect their performance or conformance to GEMS' applicable specifications. Any modification of the products, or any of their components, other than as performed or authorized in writing by GEMS, will invalidate and terminate GEMS' warranty for the products, effective on the date of any such modification.

LIMITATIONS OF REMEDIES AND DAMAGES

THE TOTAL LIABILITY OF GEMS AND GEMS' AFFILIATES AND REPRESENTATIVES TO CUSTOMER AND CUSTOMER'S EXCLUSIVE REMEDY FOR ANY AND ALL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO THE PRODUCTS AND SERVICES PROVIDED HEREUNDER, IS LIMITED TO THE PRICE ACTUALLY PAID BY CUSTOMER TO GEMS FOR THE PRODUCT OR SERVICE WHICH IS THE BASIS FOR THE CLAIM. GEMS and GEMS' affiliates and representatives have no liability to Customer for (1) any punitive, incidental or consequential damages, such as lost profit or revenue, (2) any assistance not required under the applicable terms of sale, or (3) any claims related to Customer's order which arise after the warranty period ends.

Customer will be barred from any remedy unless Customer gives GEMS prompt written notice of the problem complained of. This is a commercial sales transaction. Any claim related to this Agreement will be covered solely by commercial legal principles. GEMS, GEMS' affiliates and representatives, and Customer will have no tort liability to the other arising from this Agreement. This limitation does not affect claims by third parties for personal injury due to GEMS', GEMS' affiliates' or representatives', or Customer's negligence or product liability.

DISPUTE RESOLUTION

Any claim or controversy arising out of or relating to this Agreement must be submitted and settled as set forth in this Section. If either party alleges that the other party has breached any of the terms of this Agreement, then the party alleging breach will inform the other party of such breach in writing. Upon receipt of such notice, the allegedly non-performing party will have 20 days to cure the alleged breach. If the parties do not agree that effective cure has been accomplished by the end of the 20-day period, then upon written request of either party, a senior manager from each party will meet in person and confer in good faith to resolve the dispute within 15 days of the expiration of the prior 20-day period. If, after the above procedure, the dispute remains unresolved, the dispute will be submitted to the office of the American Arbitration Association ("AAA") located closest to Chicago, Illinois, for binding arbitration in accordance with the AAA's Commercial Arbitration Rules then in effect, as amended by the Agreement. The law applicable to the arbitration, including the administration and enforcement thereof, is the Federal Arbitration Act, 9 U.S.C. §§ 1-16, as amended from time to time. The cost of the arbitration, including the fees and expenses of the arbitrator(s), will be shared equally by the parties, with each party paying its own attorneys' fees. The arbitrator(s) will have the authority to apportion liability between the parties, but will not have the authority to award any damages not available under this Agreement. The arbitration award will be presented to the parties in writing, and upon the request of either party, will include findings of fact and conclusions of law. The award may be confirmed and enforced in any court of competent jurisdiction. Any post-award proceedings will be governed by the Federal Arbitration Act.

GENERAL MATTERS

Any assignment of this Agreement will be void without the other party's prior written consent, which will not be unreasonably withheld. GEMS may hire subcontractors or use its affiliates to perform work under this Agreement. If any part of this Agreement is found invalid, the remaining part will be effective. The laws of the state where the products are to be installed will govern any dispute between the parties.

ADDITIONAL TERMS

The following Additional Terms will apply only if Customer is purchasing equipment or services in the modality or business specified or, for iCenter and iLinq, if Customer is eligible for the special product features indicated:

I. X-RAY ADDITIONAL TERMS

GEMS' Responsibilities. As part of the purchase price for Customer's order, GEMS will provide the following for X-ray equipment sold to Customer:

- If required, suggested drawings showing:
 - Equipment and general room layouts.
 - Power requirements.
 - Location and specifications of circuit breakers, line switches, junction boxes and conduit raceway.
 - Interconnecting wiring requirements.
 - Location and structural requirements of ceiling and wall supports.
 - X-ray equipment weights and rates of heat dissipation.
- Installation, field assembly, interconnection, equipment calibration, checkout and HHS installation certification of GEMS' equipment. GEMS does not install accessory items such as illuminators, passboxes, cabinets, darkroom equipment or processors.

Customer's Responsibilities. Customer must provide the following:

- Radiation protection requirements specified by a qualified radiation physicist.
- Any room remodeling or construction.
- Proper specified power.
- Proper installation of line switches, circuit breakers, junction boxes, conduit and raceway, and surge protection.
- Proper interconnecting wiring.
- Proper installation of ceiling and wall suspensions and support systems.
- All architectural or seismic preparations, calculations or submittals for state or local approval.
- Layout and installation of convenience outlets. For ease in service, GEMS suggests Customer locate at least one outlet close to the control panel, the X-ray panel, and on each wall.
- Design, layout and installation of general room illumination. Ceiling fixtures (including lighting, air vents and sprinklers) should not extend more than 1/2 inch below the finished ceiling.
- Any air conditioning and plumbing requirements.
- Installation of warning lights and/or interlock switches at main door of the X-ray room.

If applicable, provision and maintenance of an appropriate telephone line at the site for connection to GEMS' InSite Package, which GEMS uses to provide remote diagnostic service for X-ray equipment.

II. CT ADDITIONAL TERMS

GEMS' Responsibilities. As part of the purchase price for Customer's order, GEMS will provide the following for the Computed Tomography ("CT") system sold to Customer:

- If required, suggested drawings showing:
 - Equipment and general room layouts.
 - Power requirements.
 - Location and specifications of circuit breakers, line switches, junction boxes and conduit raceway.
 - Interconnecting wiring requirements.
 - Location and structural requirements of ceiling and wall supports.
 - CT equipment weights and rates of heat dissipation.
- Installation instructions and site preparation studies to help Customer fulfill Customer's responsibility to ensure the site complies with GEMS' applicable site specifications. The studies relate to power, air conditioning and operational considerations of the CT system. A pre-installation instruction manual is available upon request.
- Installation, field assembly, interconnection, equipment calibration and HHS installation certification of GEMS' equipment. GEMS does not install accessory items such as illuminators, passboxes, cabinets, darkroom equipment or processors.

- After the CT system is installed and before it is turned over to Customer for clinical use, GEMS performs tests to determine that the CT system meets GEMS' published performance specifications.
- For transportable, relocatable and mobile CT systems, GEMS will deliver the system to Customer's van manufacturer and will furnish final assembly services to place the system in Customer's van. At the time of order, Customer must notify GEMS of the van manufacturer to which the system is to be shipped. It is Customer's responsibility to make arrangements with the van manufacturer regarding delivery of the van.

Customer's Responsibilities. Customer must provide the following:

- Radiation protection requirements, specified by a qualified radiation physicist.
- Any room remodeling or construction.
- Proper specified power.
- Proper installation of line switches, circuit breakers, junction boxes, conduit and raceway, and surge protection.
- Proper interconnecting wiring.
- Proper installation of ceiling and wall suspensions and support systems.
- All architectural or seismic preparations, calculations or submittals for state or local approval.
- Layout and installation of convenience outlets. For ease in service, GEMS suggests Customer locate at least one outlet close to the control panel, the X-ray panel, and on each wall.
- Design, layout and installation of general room illumination. Ceiling fixtures (including lighting, air vents and sprinklers) should not extend more than 1/2 inch below the finished ceiling.
- Any air conditioning and plumbing requirements.
- Installation of warning lights and/or interlock switches at main door of the X-ray room.
- If applicable, provision and maintenance of an appropriate telephone line at the site for connection to GEMS' InSite Package, which GEMS uses to provide remote diagnostic service for the CT system.

III. MR ADDITIONAL TERMS

GEMS' Responsibilities. As part of the purchase price for Customer's order (except as otherwise indicated), GEMS will provide the following for the Magnetic Resonance ("MR") system sold to Customer:

SITE EVALUATION ASSISTANCE (Signa Horizon, Contour, Profile, MR/i and CV/i Fixed Systems)

GEMS will furnish Customer with the following site planning information and specifications:

- MR Signa Horizon, Contour, Profile, MR/i or CV/i Site Planning Document.
- Site Review: This review consists of an evaluation of available space, dimensional access for the magnet and cryogenics (if applicable), anticipated effects of significant identified quantities of ferromagnetic materials, system acoustics, and other environmental concerns related to operation of the MR system. The evaluation will normally be accomplished through a review of various drawings or documentation furnished by Customer. If GEMS determines it to be necessary, an on-site evaluation will also be made by a GEMS' representative.
- Preliminary Sketch or Drawings: These consist of a suggested space plan for the site showing room sizes, access ways and fringe field distribution. A suggested equipment plan will also be provided (and may be combined with the space plan) showing equipment placement, floor loading, acoustic levels and heat dissipation for each element of the MR system.
- Equipment Installation Drawings: These are final drawings consisting of plans approved by Customer for equipment locations, cryogen venting and plumbing layout, electrical layout and other relevant MR system planning information.
- Magnetic Shield Drawings: If necessary, a suggested magnetic shield design will be provided, consisting of a report and drawings to assist Customer's magnetic shielding vendor in designing, fabricating and installing a magnetic shield.

In addition, if Customer requests, GEMS will review specific parts of Customer's site planning or construction documents to assist Customer in ensuring compliance with GEMS' current MR site planning requirements.

SITE EVALUATION ASSISTANCE (Signa Horizon, Contour, Profile, MR/i and CV/i Transportable and Relocatable Systems)

GEMS will furnish Customer with site planning specifications that, when augmented with Customer's selected van manufacturer's specific planning requirements, are designed to assist Customer's architect or design/build service to plan accommodations for the Signa Horizon, Contour or Profile system. The specifications GEMS furnishes consist of electrical power requirements, fringe field proximity limits, environmental ferrous material limits and site layout requirements.

Depending on the system, specific documents GEMS provides are:

- Signa Horizon, Contour, Profile, MR/i or CV/i Mobile Site Planning Document
- Signa Horizon, Contour Profile, MR/i or CV/i Mobile, Transportable or Relocatable Typical Site Plan

In addition, if Customer requests, GEMS will review specific parts of Customer's site planning documents to assist Customer in ensuring compliance with GEMS' current MR site planning requirements.

Customer's Responsibilities. All of GEMS' site evaluation services rely on and are subject to the completeness and accuracy of information provided by Customer, Customer's agents or representatives and conditions prevailing at the time of GEMS' site evaluation work. GEMS' site evaluation services are intended only to assist Customer in fulfilling Customer's responsibility to ensure that the site complies with GEMS' applicable site specifications.

FINAL ASSEMBLY AND SYSTEM CHECKOUT

For fixed MR systems, the final assembly process will commence after all pre-installation and site planning requirements applicable to the MR system are complete. A pre-installation instruction manual is available upon request. Any rigging required to install the MR system will be at Customer's expense.

GEMS will deliver transportable, relocatable and mobile MR systems to the van manufacturer selected by Customer and will furnish final assembly services to place the MR system in Customer's van. At the time of order, Customer must notify GEMS of the van manufacturer to which the MR system is to be shipped. It is Customer's responsibility to make arrangements with the van manufacturer regarding delivery of the van.

Upon completion of final assembly and prior to delivery to Customer, GEMS will perform prescribed tests to determine that the MR system meets GEMS' applicable performance specifications. For transportable, relocatable and mobile systems, these tests will be performed when assembly in the van is completed, and MR system operation will be rechecked when the van is delivered to Customer.

GEMS will perform final assembly and system checkout services.

THE FOLLOWING PROVISIONS ALSO APPLY:

A. SITE PREPARATION

Customer is responsible for each of the following:

- Preparing the site(s) in which the MR system is to be installed, in strict accordance with GEMS' site planning specifications furnished to Customer (and, in the case of transportable, relocatable or mobile MR systems, with the planning requirements of the van manufacturer).
- Providing all architectural or seismic preparations, calculations or submittals for state and local approval, if required.
- Magnetic or radio frequency shielding additional to that provided as part of the MR system, whether recommended by GEMS or desired by Customer.
- Fire protection, air conditioning, site power, power quality maintenance, customer supplied water chillers and all other environmental requirements and concerns to support initial magnet delivery and magnet installation and final assembly of the MR system.
- Providing a site and surroundings suitable for and undisturbed by installation and operation of an MR system producing strong magnetic and electric fields.
- If applicable, providing and maintaining an appropriate telephone line at the site for connection to GEMS' InSite Package, which GEMS uses to provide remote diagnostic service for the MR system.

B. MAGNET MAINTENANCE AND CRYOGEN SERVICES

The price of the MR system includes all cryogens necessary for final assembly and testing of the MR system. Cryogen loss attributable to power

loss or water chiller failure for the shield cooler or condenser system of the equipment during installation is Customer's responsibility, and Customer will be billed for cryogen replacement in 250 liter (minimum dewar size) increments plus the associated cryogen transfill labor at GEMS' standard hourly billed service rates. After final assembly, Customer will be responsible to supply and install all cryogens, unless cryogen loss is caused by a defect in material or workmanship within the scope of GEMS' applicable published warranty for the MR system. Following final assembly, GEMS will offer magnet maintenance and cryogen service under a separate agreement. The typical helium level upon final assembly as measured using the supplied helium meter is approximately 70%.

Provided cryogen boil-off rates have not been adversely affected by actions of Customer, Customer's agents, employees or subcontractors, or any third party not authorized by GEMS, GEMS is responsible for providing a super-conductive magnet which, at the expiration of the warranty period, has cryogen boil-off rates which do not exceed those stated in GEMS' applicable magnet specifications. GEMS has no responsibility to Customer for cryogen boil-off rates subsequent to expiration or termination of GEMS' applicable published warranty for the MR system.

C. SITE ACCESS CONTROL

The MR system utilizes magnets of high field strength as well as radio frequency electromagnetic fields. The magnetic fields of the MR system attract ferromagnetic articles and are capable of rapidly accelerating such articles toward the magnet, creating corresponding physical danger to persons in the vicinity and possible damage to the MR system. In addition, the magnetic and radio frequency fields of the MR system can adversely affect the operation of pacemakers, equipment containing magnetic reed switches, and aneurysm and surgical clips. Because of the foregoing, Customer is fully responsible for controlling access to the MR system, and for all operations and protocols which use the MR system or are conducted at the site.

IV. ULTRASOUND AND BMD ADDITIONAL TERMS

GEMS' Responsibilities. As part of the purchase price for Customer's order, GEMS will provide the following for the ultrasound and BMD equipment sold to Customer:

- If required, suggested drawings showing:
 - Equipment and general room layout.
 - Power requirements.
 - Ultrasound and BMD equipment weights and rate of heat dissipation.
- Installation, field assembly, equipment calibration, and checkout of equipment. During installation, GEMS will connect GEMS' equipment to a compatible video and/or network connection provided by Customer.

Customer's Responsibilities. Customer must provide the following:

- Any room remodeling or construction.
- All architectural preparations, calculations or submittals for state or local approval.
- Proper specified power as noted in GEMS' published equipment specifications. Proper air conditioning requirements as specified in GEMS' published equipment specifications.
- If applicable, provision and maintenance of an appropriate telephone line for connection to GEMS' InSite Package, which GEMS uses to provide remote diagnostic service for the ultrasound and BMD equipment.
- Schedule vendor service representative for installation of non-GE peripherals.

GEMS has a process for disassembling and recycling the product's components at the end of their life cycle. Please contact a GEMS' sales representative for further instructions.

Customer shall use the ultrasound and BMD equipment only for clinical diagnostic purposes in the diagnosis or treatment of a disease or condition, and not for any entertainment or amusement purposes.

GEMS will install the LOGIQWorks product at Customer's site, provided Customer provides the data and information GEMS requires for custom-configuration. If any components of the LOGIQWorks product ordered become obsolete before shipment, GEMS reserves the right to substitute other components that are comparable or better in functionality for such obsolete components.

V. PET ADDITIONAL TERMS

The following Additional Terms apply to positron emission tomography ("PET") systems.

GEMS' Responsibilities. As part of the purchase price for Customer's order, GEMS will provide the following for the PET system sold to Customer:

SITE EVALUATION ASSISTANCE

GEMS will furnish Customer with the following site planning information and specifications for the PET system GEMS supplies:

- A Site Planning Document.
- Site Evaluation Report: This report consists of an evaluation of available space, dimensional access for equipment, and other environmental concerns related to the operation of the PET system. The evaluation will normally be accomplished by reviewing Customer's drawings or documentation. GEMS will also make any on-site evaluation which GEMS determines to be necessary.
- Preliminary Drawings: These consist of a suggested space plan for the department or site showing room sizes, access ways, and fringe and radiation field distributions. A suggested equipment plan will also be provided (and may be combined with the space plan) showing equipment placement, floor loading, and heat dissipation for each PET system element.
- Equipment Installation Drawings: These are final drawings consisting of plans approved by Customer for equipment locations, plumbing layout, electrical layout and other relevant PET system planning information.
- Radiation Shielding Information: Customer is responsible for radiation shielding additional to that provided as part of the PET system. If necessary, information to assist Customer in designing, fabricating, constructing and installing radiation shielding for the PET system will be provided.

In addition, GEMS will, if Customer requests, review specific parts of Customer's planning or construction documents to assist Customer in ensuring compliance with GEMS' current PET site planning requirements.

Customer's Responsibilities. All of GEMS' site evaluation services rely on and are subject to the completeness and accuracy of information provided by Customer, Customer's agents or representatives, and conditions prevailing at the time of GEMS' site evaluation work. GEMS' site evaluation services are intended only to assist Customer in fulfilling Customer's responsibility to ensure that the site complies with GEMS' applicable site specifications.

RADIOACTIVE SOURCE MATERIALS

If the PET system Customer is purchasing requires the use of radioactive sources that are included in this order, Customer is solely responsible for obtaining any Nuclear Regulatory Commission ("NRC") licenses and other government licenses required to use such sources. If Customer does not provide GEMS with satisfactory evidence that Customer has obtained all required licenses at the time of order entry, GEMS may, at GEMS' option, remove such sources from the order and create a second order for such sources. GEMS will then ship the PET system and bill Customer for the amount due for delivery of the PET system under the original order, less the amount attributable to such sources. GEMS will ship such sources to Customer only after Customer provides GEMS with satisfactory evidence that Customer has obtained all required licenses for such sources and bill Customer for the remaining amount due for such sources upon shipment. Customer shall pay for and accept delivery of the PET system and radioactive sources per the above procedures.

FINAL ASSEMBLY

The final assembly process will commence after all pre-installation and site planning requirements applicable to the PET system are complete. A pre-installation instruction manual is available upon request. GEMS will deliver the PET system and will furnish final assembly services for the PET system GEMS provides. Any rigging required to install the PET system will be at Customer's expense.

SYSTEM CHECKOUT

Upon completion of final assembly and prior to turnover to Customer, GEMS will perform prescribed tests to determine that the PET system meets GEMS' applicable performance specifications.

GEMS will perform final assembly and system checkout services.

THE FOLLOWING PROVISIONS ALSO APPLY:

A. SITE PREPARATION

Customer is responsible for preparing, at Customer's expense, the site(s) in which the PET system is to be installed. Such site preparation must be in strict accordance with GEMS' site planning specifications furnished to Customer. Customer is responsible for providing all architectural/seismic preparation, radiation shielding calculations or submittals for state and local approval if required and for ensuring that radiation shielding is in conformance with all applicable legal and regulatory codes and requirements. GEMS encourages Customer to seek government approvals early in the site planning process. Fire protection, air conditioning, power quality maintenance, and all other environmental requirements and concerns are Customer's responsibility. Customer will provide a site and surroundings suitable for, and undisturbed by, installation and operation of a PET system using and/or producing radiation.

Customer will be responsible for obtaining all required federal, state, and local licenses and permits for radioactive sealed sources and radioisotopes used with the PET system. If permitted under applicable licensing requirements, GEMS' service personnel or GEMS' agents will work under Customer's license and supervision when handling any radioactive substance for which a license is required, or Customer will provide such handling itself under an appropriate license.

Customer will provide all radioactive sources and radioisotopes for calibration and performance checks of the PET system.

Customer is responsible, if applicable, for providing and maintaining an appropriate telephone line at the site for connection to a remote diagnostic service.

B. SITE ACCESS CONTROL

PET systems utilize radioactive materials. As with all systems utilizing radioactive materials, hazards exist creating possible physical danger to persons in the vicinity. Customer is fully responsible for control of access and all operations and protocols of the PET system or the operations and protocols at the site.

C. REGULATORY REQUIREMENTS

Customer is responsible for ensuring that it is in compliance with all federal, state and local requirements that govern the use of the PET system, or any part(s) thereof, including, but not limited to, licensing, compounding, packing, holding and reporting requirements of the FDA, the NRC, state radiation control authorities and state pharmacy and medical boards.

D. END OF LIFE DISPOSAL

At the end of the PET system's useful life, Customer is responsible for disposing of the PET system in accordance with federal, state and local laws and regulations. As a service to customers, GEMS can provide consulting concerning the disposal of old PET products, to help promote compliance with regulations and environmentally responsible disposal methods.

VI. PET CYCLOTRON/CHEMISTRY ADDITIONAL TERMS

The following Additional Terms apply to PET Cyclotron and Chemistry systems ("PET Cyclotron/Chemistry systems").

GEMS' Responsibilities. As part of the purchase price for Customer's order, GEMS will provide the following for the PET Cyclotron/Chemistry system sold to Customer:

SITE EVALUATION ASSISTANCE

GEMS will furnish Customer with the following site planning information and specifications for the PET Cyclotron/Chemistry system GEMS supplies:

- A Site Planning Document.
- Site Evaluation Report: This report consists of an evaluation of available space, dimensional access for equipment, and other environmental concerns related to the operation of the PET Cyclotron/Chemistry system. The evaluation will normally be accomplished by reviewing Customer's drawings

or documentation. GEMS will also make any on-site evaluation which GEMS determines to be necessary.

- **Preliminary Drawings:** These consist of a suggested space plan for the department or site showing room sizes, access ways, and fringe and radiation field distributions. A suggested equipment plan will also be provided (and may be combined with the space plan) showing equipment placement, floor loading, and heat dissipation for each PET Cyclotron/Chemistry system element.
- **Equipment Installation Drawings:** These are final drawings consisting of plans approved by Customer for equipment locations, plumbing layout, electrical layout and other relevant PET Cyclotron/Chemistry system planning information.
- **Radiation Shielding Information:** Customer is responsible for radiation shielding additional to that provided as part of the PET Cyclotron/Chemistry system. If necessary, information to assist Customer in designing, fabricating, constructing and installing radiation shielding for the PET Cyclotron/Chemistry system will be provided.

In addition, GEMS will, if Customer requests, review specific parts of Customer's planning or construction documents to assist Customer in ensuring compliance with GEMS' current PET Cyclotron/Chemistry site planning requirements.

Customer's Responsibilities. All of GEMS' site evaluation services rely on and are subject to the completeness and accuracy of information provided by Customer, Customer's agents or representatives, and conditions prevailing at the time of GEMS' site evaluation work. GEMS' site evaluation services are intended only to assist Customer in fulfilling Customer's responsibility to ensure that the site complies with GEMS' applicable site specifications.

RADIOACTIVE SOURCE MATERIALS

If the PET Cyclotron/Chemistry system Customer is purchasing requires the use of radioactive sources that are included in this order, Customer is solely responsible for obtaining any NRC licenses and other government licenses required to use such sources. If Customer does not provide GEMS with satisfactory evidence that Customer has obtained all required licenses at the time of order entry, GEMS may, at GEMS' option, remove such sources from the order and create a second order for such sources. GEMS will then ship the PET Cyclotron/Chemistry system and bill Customer for the amount due for delivery of the PET Cyclotron/Chemistry system under the original order, less the amount attributable to such sources. GEMS will ship such sources to Customer only after Customer provides GEMS with satisfactory evidence that Customer has obtained all required licenses for such sources and bill Customer for the remaining amount due for such sources upon shipment. Customer shall pay for and accept delivery of the PET Cyclotron/Chemistry system and radioactive sources per the above procedures.

FINAL ASSEMBLY

The final assembly process will commence after all pre-installation and site planning requirements applicable to the PET Cyclotron/Chemistry system are complete. A pre-installation instruction manual is available upon request. GEMS will deliver the PET Cyclotron/Chemistry system and will furnish final assembly services for the PET Cyclotron/Chemistry system GEMS provides. Any rigging required to install the PET Cyclotron/Chemistry system will be at Customer's expense.

SYSTEM CHECKOUT

Upon completion of final assembly and prior to turnover to Customer, GEMS will perform prescribed tests to determine that the PET Cyclotron/Chemistry system meets GEMS' applicable performance specifications. Any target or gas processing system purchased with the PET Cyclotron/Chemistry system must be installed with the original system and prior to system checkout. Installation after this time will require a quotation by the GEMS' installation team and is billable to Customer at GEMS' then-current installation rates.

GEMS will perform final assembly and system checkout services.

THE FOLLOWING PROVISIONS ALSO APPLY:

A. SITE PREPARATION

Customer is responsible for preparing, at Customer's expense, the site(s) in which the PET Cyclotron/Chemistry system is to be installed. Such site preparation must be in strict accordance with GEMS' site planning specifications furnished to Customer. Customer is responsible for providing all architectural/seismic preparation, radiation shielding calculations or submittals for state and local approval if required and for ensuring that radiation shielding is in conformance with all applicable legal and regulatory

codes and requirements. GEMS encourages Customer to seek government approvals early in the site planning process. Fire protection, air conditioning, power quality maintenance, and all other environmental requirements and concerns are Customer's responsibility. Customer will provide a site and surroundings suitable for, and undisturbed by, installation and operation of a PET Cyclotron/Chemistry system using and/or producing radiation.

Customer will be responsible for obtaining all required federal, state, and local licenses and permits for radioactive sealed sources and radioisotopes used with the PET Cyclotron/Chemistry system. If permitted under applicable licensing requirements, GEMS' service personnel or GEMS' agents will work under Customer's license and supervision when handling any radioactive substance for which a license is required, or Customer will provide such handling itself under an appropriate license.

Customer will provide all radioactive sources and radioisotopes for calibration and performance checks of the PET Cyclotron/Chemistry system. GEMS will provide 4.12 grams of ^{18}O water per installed ^{18}F target to perform the GEMS' standard on-site acceptance testing. Customer is responsible for the expense of any additional testing requirements.

B. SYSTEM STORAGE

Any PET Cyclotron/Chemistry system storage fees associated with any part of this order are the exclusive responsibility of Customer. Any handling, rigging, or other fees associated with storage are also Customer's responsibility.

C. SITE ACCESS CONTROL

PET Cyclotron/Chemistry systems utilize radioactive materials. As with all systems utilizing radioactive materials, hazards exist creating possible physical danger to persons in the vicinity. Customer is fully responsible for control of access and all operations and protocols of the PET Cyclotron/Chemistry system or the operations and protocols at the site.

D. REGULATORY REQUIREMENTS

1. The PET Cyclotron/Chemistry system is sold for use in generating radiotracers for diagnostic imaging applications only. GEMS does not sell or intend the PET Cyclotron/Chemistry system or any part(s) thereof, for use in radiation therapy.
2. Customer is responsible for ensuring that Customer is in compliance with all federal, state and local requirements that govern the use of the PET Cyclotron/Chemistry system, or any part(s) thereof, including, but not limited to, licensing, compounding, packing, holding and reporting requirements of the FDA, the NRC, state radiation control authorities and state pharmacy and medical boards.

E. END OF LIFE DISPOSAL

At the end of the PET Cyclotron/Chemistry system's useful life, Customer is responsible for disposing of the PET Cyclotron/Chemistry system in accordance with federal, state and local laws and regulations. As a service to GEMS' customers, GEMS can provide consulting concerning the disposal of old PET Cyclotron/Chemistry products, to help promote compliance with regulations and environmentally responsible disposal methods.

VII. NUCLEAR ADDITIONAL TERMS

GEMS' Responsibilities. As part of the purchase price for Customer's order, GEMS will provide the following for the nuclear imaging equipment sold to Customer:

- If required, suggested drawings showing:
 - Equipment and general room layouts.
 - Power requirements.
 - Nuclear imaging equipment weights and rates of heat dissipation.
- Installation, field assembly, interconnection, equipment calibration, and checkout of GEMS' equipment.

Customer's Responsibilities. Customer must provide the following:

- Any room remodeling or construction.
 - Proper specified power.
- Proper installation of line switches, circuit breakers, junction boxes, conduit and raceway, and surge protection.
- All architectural or seismic preparations, calculations or submittals for state or local approval.
 - Any air conditioning requirements.

- Any rigging required to install the nuclear system in accordance with GEMS' pre-installation instruction manual, which is available upon request.
- If applicable, provision and maintenance of an appropriate telephone line at the site for connection to GEMS' InSite Package, which GEMS uses to provide remote diagnostic service for the nuclear imaging equipment.

Radioactive Source Materials. If the nuclear imaging equipment Customer is purchasing requires the use of radioactive sources that are included in this order, Customer is solely responsible for obtaining any NRC licenses and other government licenses required to use such sources. If Customer does not provide GEMS with satisfactory evidence that Customer has obtained all required licenses at the time of order entry, GEMS may, at GEMS' option, remove such sources from the order and create a second order for such sources. GEMS will then ship the nuclear imaging equipment and bill Customer for the amount due for delivery of the nuclear imaging equipment under the original order, less the amount attributable to such sources. GEMS will ship such sources to Customer only after Customer provides GEMS with satisfactory evidence that Customer has obtained all required licenses for such sources and GEMS will bill Customer for the remaining amount due for such sources upon shipment. Customer shall pay for and accept delivery of the nuclear imaging equipment and radioactive sources per the above procedures.

VIII. GOLD SEAL PREFERRED ADDITIONAL TERMS

The following additional terms apply to the pre-owned Gold Seal Preferred equipment which is identified by catalog numbers beginning with L, NL193-199, and NL528:

Equipment Status. The equipment has been previously owned and used. It is not new. When delivered to Customer, the equipment may have received mechanical, electrical and cosmetic reconditioning as necessary, and will meet its original specifications.

Availability. Since pre-owned equipment may be offered simultaneously to several customers, its sale to Customer is subject to continued availability at the time Customer offers to purchase it. If the equipment is no longer available, (1) GEMS will attempt to identify other pre-owned equipment in GEMS' inventory that meets Customer's needs, and (2) if substitute equipment is not acceptable to Customer, GEMS will cancel the order and refund any deposit Customer has paid GEMS for the canceled order.

Delivery. GEMS will deliver pre-owned mobile, transportable and relocatable MR and CT systems to Customer's site at no additional charge.

Warranty. Equipment identified by catalog numbers beginning with L, NL193-199, and NL528 has a 12 month warranty (the same warranty as for comparable new equipment), unless otherwise specified. These Additional Terms supersede anything that is inconsistent with them in applicable modality Additional Terms or warranties.

IX. iCenter ADDITIONAL TERMS

The iCenter Portal. The iCenter portal facilitates access to 3 types of decision support information features related to GEMS' diagnostic imaging equipment: equipment management, imaging performance, and continuing education. If indicated in GEMS' Quotation, Customer will receive a subscription (as described below) to one or more of the following features at no additional charge as part of the applicable product warranty (except as noted below):

- **Equipment Management Information:** Information focused on the equipment's availability, maintenance history, and contract and billing details.
- **Imaging Performance Information:** Information designed to facilitate productivity enhancements, such as how and when the equipment is being used, who is using it, and how its use compares to the use of similar equipment at Customer's Site and other facilities.
- **Education Manager Information:** Information focused on enhancing Customer's professional development and knowledge, including on-line continuing education and, if specified, the Show Me Video library.

There is a separate charge for Education Manager Information and, if Education Manager Information is being provided to Customer, the charge for the initial 12 month subscription is specified in GEMS' Quotation. The iCenter features specified in GEMS' Quotation are collectively referred to as the "Information."

Subscription. During the product warranty period, GEMS will provide Customer a subscription allowing Customer to access Information for the equipment through the iCenter website specified by GEMS. Customer may separately purchase subscriptions for additional GEMS' diagnostic imaging systems at any time under a separate agreement with GEMS.

During the term of Customer's subscription, Customer is granted a limited, non-exclusive, non-transferable right to search, retrieve, display, download, print and use the Information solely at Customer's Site for internal business use only. Access to the Information will be controlled by user ID and password or other security processes defined by GEMS. Customer will manage password assignment and confidentiality.

Except as expressly permitted above, Customer will not (i) de-compile or reverse engineer any of the associated software and other content and materials related to the Information ("Related Materials"); (ii) sell, sub-license, distribute, or commercially exploit the Information or the Related Materials; (iii) make the Information or any of the Related Materials available to any third party through any means or media; or (iv) modify, publish, transmit, participate in the license, transfer, or sale of, reproduce, create derivative works from, distribute, perform, display, or in any way exploit the Information or any of the Related Materials, in whole or in part, without GEMS' prior written consent.

GEMS reserves the right to upgrade, modify, replace or delete portions of the Information, website, and Related Materials at any time during the subscription.

Ownership and Use of Intellectual Property Rights. The Information and Related Materials are GEMS' property and are protected by copyright and other intellectual property laws of the United States and by applicable international treaties. All rights with regard to the Information are reserved to GEMS. No rights are transferred to Customer by virtue of this subscription except as specifically provided in this subscription. Customer shall abide by all copyright notices, information, or restrictions.

Third Party Contents and Links. GEMS may provide through this subscription third party content or links to third party content. GEMS is not responsible for this content and may remove such content at any time during the applicable warranty period. The terms and conditions for use of such content, including privacy policies applicable to such content, are determined solely by the third party, and not by GEMS.

Customer's Additional Responsibilities. Customer will also:

- Provide all assistance reasonably requested by GEMS or GEMS' representatives to assist in gathering data from Customer's equipment or other equipment or systems, and use commercially reasonable efforts to provide accurate and complete data where any data is provided by Customer.
- Provide and maintain a dedicated telephone line or other connection to Customer's equipment as specified by GEMS, to allow GEMS to access Customer's equipment remotely at all times.
- Comply with the requirements of any implementation guidelines, security procedures or other instructions provided by GEMS, including any requirements to have access to any commercially available software, media player or other technology reasonably necessary for access to or use of the Information.
- Use the Information and Related Materials solely in accordance with this Agreement and in accordance with applicable law.
- Not rely on the Information or Related Materials in Customer's preparation of any reimbursement claim, cost report or similar reports.
- Recognize that all clinical and medical diagnostic decisions are the responsibility of Customer's professional health care providers. The Information and Related Materials are no substitute for their professional judgment and GEMS disclaims all responsibility for Customer's clinical and medical diagnostic evaluations and decisions.
- Not add or link to the website any content or links that infringe the trademark, copyright, patent or other rights of any third party.

GEMS' Additional Responsibilities. GEMS will also:

- Provide Customer access to and use of the Information and Related Materials consistent with these iCenter Additional Terms.

- Use commercially reasonable efforts to make available during Customer's business hours the Information and Related Materials.
- Use commercially reasonable efforts to gather data contemplated under these iCenter Additional Terms from Customer's Equipment and other systems.
- Provide the Information and Related Materials solely in accordance with this subscription agreement and in accordance with applicable law.

Disclaimer of Warranties. NOTWITHSTANDING ANY OTHER WARRANTY PROVISIONS OF THIS AGREEMENT, GEMS EXPRESSLY DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND WITH RESPECT TO THE INFORMATION AND RELATED MATERIALS, WHETHER EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, QUIET ENJOYMENT, SYSTEM INTEGRATION AND DATA ACCURACY, AND TITLE. DUE TO THE NUMBER OF SOURCES FROM WHICH THE INFORMATION IS OBTAINED, AND THE INHERENT HAZARDS OF ELECTRONIC DISTRIBUTION, THERE MAY BE DELAYS, OMISSIONS, OR INACCURACIES. THE INFORMATION AND RELATED MATERIALS COULD INCLUDE TECHNICAL OR OTHER INACCURACIES OR TYPOGRAPHICAL ERRORS, AND MAY NOT BE AVAILABLE WITHOUT INTERRUPTION.

Training. At Customer's request and in conjunction with the activation of Customer's initial subscription, GEMS or GEMS' representatives will provide application training for 2 individuals in the use of the Information and Related Materials (regardless of the number of items of equipment for which Customer has a subscription). Additional applications training may be purchased separately and charges for such training will be in accordance with GEMS' prevailing rates then in effect for such services.

X. iLinq ADDITIONAL TERMS.

For equipment designated as iLinq-capable in GEMS' Quotation, GEMS will provide Customer with the iLinq on-demand support tool on Customer's iLinq-capable equipment at no additional charge during the applicable warranty period. iLinq requires a modem, broadband or other compatible service telecommunications connection to the equipment. All connection costs, whether phone line, hardware, network or otherwise, are Customer's responsibility. A modem is included with iLinq-capable equipment.

XI. ADVANCED APPLICATIONS SOFTWARE ADDITIONAL TERMS

License. Except to the extent further limited by the license terms, if any, for specific types of Advanced Applications Software, GEMS grants Customer a non-transferable, limited license to:

- (1) Use and permit Customer's service contractors to use the Advanced Applications Software only on the specific Equipment for which GEMS provided Customer the Advanced Applications Software at the identified geographic location or in the specific vehicle identified in the order or the written Quotation, as applicable.
- (2) Make one copy of the Advanced Applications Software in machine-readable form solely for backup purposes. Customer must reproduce on such copy the copyright notice and any other proprietary notices that were on the original copy.
- (3) Use the copy of any documentation or materials provided with the Advanced Applications Software for the sole purpose of using the Advanced Applications Software and Equipment for their intended purpose ("Advanced Applications Documentation").

License Limitations. Except as expressly stated above, Customer is not granted any other rights or licenses in or under the Advanced Applications Software or Advanced Applications Documentation. By way of example, and without limitation, Customer is not granted: any ownership rights in the Advanced Applications Software or the Advanced Applications Documentation or any media on which the Advanced Applications Software is recorded or fixed; any other rights or licenses under any of GEMS' intellectual property (e.g., patents, copyrights, trademarks, trade secrets, etc.); any right to modify, adapt, translate, rent, lease, loan, resell for profit,

distribute, network or create derivative works of any portion of the Advanced Applications Software or the Advanced Applications Documentation; any right to de-compile, reverse engineer, disassemble, or otherwise reduce the Advanced Applications Software to a human-perceivable form; any right to electronically transfer any portion of the Advanced Applications Software over a network; any right to sublicense or otherwise transfer the Advanced Applications Software or the Advanced Applications Documentation, or any component thereof, directly to or through any other entity or individual, including without limitation, a purchaser of the specific Equipment for which GEMS provided Customer the Advanced Applications Software ("Transferee"), without GEMS' prior written consent, which consent is within GEMS' sole discretion to grant or withhold, and provided that the Transferee accepts all of the terms, conditions and limitations of the limited license to the Advanced Applications Software and the Advanced Applications Documentation granted hereunder and any other applicable license terms; or any right to retain copies of any versions of the Advanced Applications Software or the Advanced Applications Documentation which are rendered redundant by the Advanced Applications Software Customer receives from GEMS.

XII. CONSTRUCTION ADDITIONAL TERMS

The following terms apply to certain site preparation design and construction services ("Work") provided with GEMS' products. These Additional Terms supersede any conflicting terms and conditions set forth above for the Work. These Additional Terms apply only to the Work; they do not apply to GEMS' products.

Time for Performance. The Work will be commenced as soon as practical after the contract, including the Work, has been formed and GEMS' credit approval of Customer for such contract.

The schedule for GEMS' performance of the Work is based on a workweek of five 8-hour days, Monday through Friday, exclusive of GEMS' observed holidays. Unless stated otherwise, all Work will be performed on the 1st shift (usually between the hours of 7:00 a.m. and 5:00 p.m.).

Substantial Completion. Substantial completion of the Work occurs when the Work is completed to the extent it available for reasonable use or occupancy (e.g., the Work and Work site are ready for the installation of GEMS' products).

Changes and Extra Work. Customer may request in writing changes in the Work. If those changes affect the price or time required for performance of the Work, GEMS will so advise Customer in writing. The contract for the Work shall be modified by written amendment signed by GEMS' and Customer's authorized representatives to reflect those changes and the resulting changes in price and/or time required for performance of the Work.

Request for Alternate Contractor. If Customer requests that all or a part of the Work be performed by contractor(s) other than the contractor(s) selected by GEMS, Customer will pay to GEMS in addition to the price for the Work all additional costs incurred by GEMS resulting from GEMS' compliance with such request.

Rules at Site. While performing the Work GEMS will observe Customer's reasonable regulations and rules in effect at the Work site, provided GEMS is reasonably notified of such rules and regulations. GEMS will keep the Work site and adjoining premises reasonably clear of GEMS' Work rubbish.

Disclaimer of Work Warranties. GEMS will require GEMS' Work contractor(s) to issue directly to Customer their standard warranty for the portion of the Work provided by such contractor(s) without any recourse or liability to GEMS. GEMS does not warrant the Work, including but not limited to the labor, services or materials forming all or a part of the Work and such items are provided by GEMS AS IS. NO WARRANTIES, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, APPLY TO ANYTHING PROVIDED BY GEMS AS PART OF THE WORK.

Liens. GEMS will, upon receipt of final payment for the Work from Customer, submit to Customer a waiver of lien rights or a similar instrument as may be permitted under the laws of the state where the Work is performed.

Delay in Performance. GEMS is not liable for delays in performance of the Work due to causes beyond GEMS' reasonable control, and GEMS' time for performance of the Work will be extended for a period equal to the time lost

by reason of such delays. In addition, Customer shall pay GEMS for the reasonable and allocable increased costs, if any, resulting from such delays.

Ownership of Drawings. All drawings, specifications, designs, bills of material, calculations, operating instructions and other documents (originals and copies) submitted by GEMS in connection with the Work are confidential and remain GEMS' exclusive property and shall not be used by Customer without GEMS' prior written authorization. Customer may retain copies of these documents as a source of information for maintenance and modification to the Work.

Transportation, Title and Risk of Loss. Title to a completed portion of Work passes to Customer the earlier of its incorporation into the construction or upon GEMS' receipt of payment for such portion of the Work. GEMS remains responsible for transportation and risk of loss for the Work until it reaches substantial completion, after which those responsibilities pass to Customer. If Customer occupies a portion of the Work before its substantial completion, the risk of loss for that portion of the Work passes to Customer upon such occupancy.

Substitution. GEMS may, at its option, make substitutions in the Work if such substitutions would reduce any delay caused by unavailability of specified Work materials or equipment and provided that the substituted Work materials or equipment are of at least equal quality to that specified.

Hazardous Materials. If asbestos or other hazardous materials are known or suspected to be within the Work site and other ancillary areas that GEMS' employees, agents or contractors may occupy during the performance of the Work, Customer will immediately advise GEMS of that condition in writing. Customer will complete its inspection and testing for those materials, and the removal of or implementation of any special precautions to the extent required by applicable regulations governing those materials prior to the on-site Work commencement date designated in GEMS' construction schedule for the Work, if any.

If asbestos or other hazardous materials are suspected or discovered at the Work site or in areas that GEMS or GEMS' contractor(s) occupy during the course of performance of the Work, the discovering party shall immediately advise the other party of that condition and all Work in the effected areas shall cease. Customer shall test the suspected materials for asbestos or other hazardous materials and provide GEMS with copies of the test results before GEMS or GEMS' contractor(s) are required to resume any portion of the Work in the affected areas.

If the asbestos or other hazardous materials must be removed or special precautions must be taken, Customer, at Customer's expense, will immediately remove the asbestos or other hazardous materials or take all precautions required by applicable regulations governing those materials. GEMS will delay the Work at the Work site until Customer has completed removal of the asbestos or other hazardous materials or has taken any other precautions required by applicable regulations. GEMS' time for performance of the Work will be extended for a period equal to the time lost by reason of such delay. In addition, Customer will pay GEMS for the reasonable and allocable increased costs resulting from such delay.

Concealed Conditions. Should concealed or unknown conditions be encountered in the performance of the Work, the Work price and GEMS' time for performance of the Work shall be equitably adjusted by the parties.

Suspension/Termination. Customer may request a suspension of the Work by notifying GEMS in writing in advance of the requested suspension date and indicating the suspension period. GEMS will advise Customer of any estimated increase in price and GEMS' time for performance of the Work resulting from such suspension. Customer shall pay GEMS for the reasonable and allocable increased costs resulting from such suspension and GEMS' time for performance of the Work will be extended for a period equal to the time lost by reason of such suspension.

If the length of such suspension exceeds an aggregate total of 60 calendar days, then GEMS may, at its option and at any time thereafter prior to resumption of GEMS' performance of the Work, either require full or partial payment for the Work in advance or terminate GEMS' contract obligations related to the Work and recover the termination charges described below.

If GEMS' contract obligations related to the Work are terminated by either party, Customer shall pay GEMS for all Work performed and for any expenses related to GEMS' performance of the Work incurred by GEMS up to the date of or as a result of such termination, including reasonable profit on the Work performed.

Customer's Responsibilities. Except to the extent the Work satisfies the Customer's responsibilities for preparation of the site for the installation of GEMS' products, Customer remains responsible for those Customer's responsibilities in accordance with the other provisions of these Terms and Conditions of Sale.

GEMS CONSOLIDATED PRODUCT WARRANTY

Covered Products and Excluded Products

Covered Products

These warranties cover the following equipment and products supplied by GEMS:

- Magnetic Resonance ("MR") Products (new equipment, partial system hardware upgrades).
- Computed Tomography ("CT") Products (new equipment, full system hardware upgrades, partial system hardware upgrades).
- X-ray and Mammography Products (new equipment, partial system hardware upgrades).
- Nuclear Products (new equipment, partial system hardware upgrades).
- Positron Emission Tomography ("PET") Products (new equipment, including scanners, cyclotrons and chemistry labs, and partial system hardware upgrades).
- Ultrasound Products (new equipment).
- Integrated Imaging Solution ("IIS") Products (new workstations and new connectivity products).
- Gold Seal Preferred Products (pre-owned GEMS equipment provided with a warranty).
- Invasive Cardiology Products (new equipment).
- Bone Mineral Densitometry ("BMD") Products (new equipment).

Excluded Products

These warranties do not cover the following equipment and products:

- Accessories and Supplies identified by catalog numbers starting with the letter "E" (covered by a separate warranty).
- Products not listed in GEMS' price pages at the time of sale, normally identified by NL or NW series numbers in GEMS' Quotation (provided with the manufacturer's warranties, if any, GEMS is permitted to pass on to Customer; otherwise, provided AS IS).
- GE X-ray Tubes and GE Image Intensifier Tubes (covered by a separate warranty).
- Maxiray X-ray Tubes (covered by a separate warranty).
- GE PowerTech Power Conditioning Products (covered by a separate warranty).
- New or Exchange Parts sold by GEMS Direct Customer Order Service (covered by a separate warranty).
- Partial System Hardware Upgrades identified in GEMS' e-Pricebook as being eligible only for warranty credits for GEMS' service contract customers.
- Certain GEMS' "book system" products (covered by a separate warranty).
- Products manufactured and sold by GEMS' affiliates (such as GE OEC and GEMS IT), unless otherwise specified in GEMS' Quotation or the sales contracts used by GEMS' affiliates.
- Gold Seal Exchange Products (pre-owned equipment provided AS IS).
- Multi-Vendor Preferred Products (pre-owned non-GE equipment provided with a limited warranty).

Scope and Duration of Warranties

Product Warranties: GEMS warrants to Customer that the Covered Products listed in GEMS' Quotation will (1) be free from defects in material, workmanship, and title, and (2) conform to GEMS' published Covered Product specifications in effect on the date of shipment of the Covered Products. GEMS' published Covered Product specifications are available on request.

Patent and Copyright Warranty: GEMS warrants to Customer that when they are delivered, the Covered Products will not be subject to any valid patent or copyright infringement claim.

Warranty Period: The warranty period for all warranties listed above, except the warranty of title and the Patent and Copyright Warranty, is limited in time as shown in the Warranty Schedule below.

If GEMS does not assemble the Covered Products, the warranty period begins on the date the Covered Products are delivered to Customer. If GEMS assembles the Covered Products, the warranty period begins on the earlier of (1) five days after the date GEMS notifies Customer that GEMS has completed assembly and the Covered Products are operating in accordance with GEMS' published Covered Product specifications, or (2) the date Customer first uses the Covered Products for patient use. If assembly is delayed for thirty days or more after the date of delivery for a reason beyond GEMS' reasonable control, the warranty period will begin on the thirtieth day after the date of delivery.

The warranty period for any Covered Product or part furnished to Customer without a pro rata charge as a warranty remedy will be the remaining portion of the warranty period applicable to the repaired or replaced Covered Product. The warranty period for any replacement Covered Product or part furnished to Customer with a pro rata charge as a warranty remedy will be the full period of the warranty applicable to the replacement Covered Product.

Warranty Exclusions

These warranties are exclusive and in lieu of all other warranties, whether written, oral, expressed, implied or statutory. EXCEPT AS PROVIDED HEREIN, NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, SYSTEM INTEGRATION AND DATA ACCURACY, WILL APPLY. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THOSE DESCRIBED IN THIS DOCUMENT AND NO PRIOR STATEMENTS BY ANY OF GEMS' REPRESENTATIVES SHALL MODIFY OR EXPAND THESE WARRANTIES.

The warranties do not cover:

- Any defect or deficiency (including failure to conform to GEMS' published Covered Product specifications) which results, in whole or in part, from: (1) any improper storage, handling, use or maintenance of the Covered Products, or any alteration, extraordinary use, repair or service of the Covered Products, by anyone other than GEMS, (2) failure to follow any of GEMS' written instructions or recommendations, (3) using or combining the Covered Products with any item or data except as specified in the Covered Product specifications or using or combining the Covered Products with any item or data that does not properly and unambiguously exchange data with the Covered Products in accordance with the Covered Products' specifications, (4) any of Customer's designs, specifications or instructions, (5) any failure to use the Covered Products in accordance with their specifications, including upper and lower date limits, and (6) any cause external to the Covered Products as furnished by GEMS or beyond GEMS' reasonable control, including, but not limited to, power failure, failure to keep Customer's site clean and free of dust, sand and other particles or debris, and, for MR systems, failure of any water chiller system supplied by Customer;
- The payment or reimbursement of any facility costs arising from repair or replacement of the Covered Products or parts;
- Covered Products installed outside the United States and Canada;
- Expendable supply items;

- For MR systems, service to any water chiller systems supplied by Customer;
- For MR systems with LHe/LN or shield cooler configured superconducting magnets (except for MR Systems with LCC magnets), any cryogen supply, cryogenic service or service to the magnet, cryostat, coldhead, shield cooler compressor or superconductive or resistive shim coils unless the need for such supply or service is caused by a defect in material or workmanship covered by these warranties (GEMS' MR Magnet Maintenance and Cryogen Service Agreement is available to provide supplemental coverage during the warranty period); and
- For Proteus XR/a, Revolution XR/d and Precision 500D x-ray systems, collimator bulbs.

Exclusive Warranty Remedies

Product Warranties: If Customer promptly notifies GEMS of Customer's warranty claim and makes the Covered Product available for service, GEMS will at GEMS' option, either repair, adjust or replace (with new or exchange replacement parts) the non-conforming Covered Product or parts of the Covered Product. Except as noted below for batteries, warranty service will be performed without charge from 8:00 a.m. to 5:00 p.m., Monday-Friday, excluding GEMS' holidays, and outside those hours at GEMS' then prevailing service rates and subject to the availability of personnel. Warranty service for batteries used with X-ray and Mammography systems will be performed without charge during the hours shown above only during the first twelve months of the warranty period.

Patent and Copyright Warranty: GEMS will defend or settle any suit against Customer to the extent it is based on an infringement claim that would be a breach of the Patent and Copyright warranty, provided GEMS receives prompt written notice of the claim, Customer's cooperation in its defense or settlement, and complete and exclusive control over its defense or settlement. If a court of competent jurisdiction renders a final judgment that the infringement claim is valid, GEMS will pay all damages and costs awarded against Customer due to the breach. In addition, GEMS will either obtain a license for Customer to continue using the infringing Covered Product, provide a non-infringing replacement, alter the Covered Product so that it is non-infringing, or remove the infringing Covered Product and refund the price (less reasonable depreciation) and any return transportation costs paid by Customer.

Exclusive Remedies and Sole Liability: The above remedies in this EXCLUSIVE WARRANTY REMEDIES section are Customer's exclusive remedies and constitute GEMS' sole liability for any warranty claims. GEMS AND GEMS' AFFILIATES AND REPRESENTATIVES HAVE NO LIABILITY TO CUSTOMER FOR (1) ANY PENAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, SUCH AS EXCESS COSTS INCURRED AND LOST PROFITS OR REVENUE, (2) ANY ASSISTANCE NOT REQUIRED UNDER GEMS' QUOTATION, AND (3) ANYTHING OCCURRING AFTER THE WARRANTY PERIOD ENDS.

LOGIQWorks

For the LOGIQWorks ultrasound product, as part of the product warranty, GEMS will provide the following:

- Repair services will be provided at no charge remotely via Broadband (preferred) or via a phone line/dial-up modem.
- Field support/service is available, for an additional fee.
- Technical support via telephone from 7:00 am to 8:00 pm Central Time, Monday-Friday, excluding GEMS holidays.

Third party software may not be installed on the LOGIQWorks product without GEMS' prior written consent. If such software is installed on the LOGIQWorks product without GEMS' prior written consent, the warranty will be automatically void.

LOGIQBook Standard Warranty

For the LOGIQBook ultrasound product, as part of the system warranty, GEMS will also provide the following:

- Repair services at GEMS service facilities (no field support/service is available).
- Three (3) business day turnaround repair time for systems shipped via overnight delivery (where available), measured from the date of shipment (GEMS is not responsible for delays in overnight shipment).
- Technical support via telephone from 7:00 am to 8:00 pm Central Time, Monday-Friday, excluding GEMS holidays.
- Loaner systems service, for an additional charge.
- Preventative maintenance, for an additional charge.

GEMS is not responsible for any loss of stored data that may occur while the system is being repaired. Further, Customer will be responsible for (1) keeping the original system shipping container for service needs, (2) backing-up data stored on the system, and (3) scheduling or performing system maintenance in accordance with GEMS written instructions.

LOGIQBook Enhanced Warranty

For an additional charge, in addition to the standard warranty, GEMS will also provide the following enhanced warranty features as part of the system warranty:

- Coverage for system damage due to accidental dropping or mishandling, with a maximum of 2 replacement systems during the term of the warranty, at no charge.
- Loaner systems or probe replacement service available for next day delivery (if overnight delivery service is available).

NOTE: This enhanced warranty does not provide coverage for intentional damage to the system or for lost or stolen systems.

Broadband Connectivity

GEMS will provide Customer with expanded warranty protection for eligible GEMS' equipment covered by the Quotation, as identified in the Quotation ("Eligible Equipment"), in consideration of Customer's commitment to provide a broadband network connection to enable GEMS to better provide warranty service for the Eligible Equipment during the warranty period. The following provisions will apply only to Eligible Equipment and only during the warranty period:

Customer's Responsibilities

1. If Customer has not already done so, establishing a broadband network connection at Customer's site that connects to the Eligible Equipment. The broadband connection must be provided via Cisco, Nortel or Checkpoint-compatible VPN, with a minimum of 128k available bandwidth.
2. Providing GEMS with access to the Eligible Equipment through Customer's broadband network connection and maintaining security for Customer's broadband network connection in accordance with appropriate industry best practices (e.g., appropriate internal and external firewalls, etc.).
3. Providing necessary support to maintain the broadband network connection for the Eligible Equipment, including designation of a primary contact person who will respond to GEMS' broadband connection requests and inquiries within 24 hours.
4. Providing GEMS with at least two (2) business days advance notice of any planned changes to Customer's network that may impact the broadband connection for the Eligible Equipment, and providing GEMS with notice of any unplanned changes (e.g., power outages, computer viruses, system crashes) to Customer's network that may impact the broadband connection for the Eligible Equipment within two (2) business days after the occurrence of the unplanned changes, and

cooperating with GEMS in maintaining, as reasonable, the broadband connection during all such planned and unplanned changes.

5. Using all reasonable efforts to ensure that Customer's connection to the Internet and LAN systems operate at a maximum of 75% of capacity and have an uptime rate of at least 98%.

GEMS' Responsibilities

If Customer performs the above responsibilities, GEMS will provide Customer, at no additional charge and in addition to the other remedies available under this warranty, an uptime commitment of 97% (95% for all covered nuclear imaging equipment and all covered X-ray equipment except digital mammography digital radiographic and vascular X-ray products), and uptime remedies, as described below:

1. "Uptime Commitment" means GEMS' commitment to the Eligible Equipment uptime during the warranty period, as defined in the Uptime Commitment Calculation below.

2. "Uptime Remedy" is, in addition to the other remedies specified in this warranty, Customer's sole and exclusive remedy if GEMS fails to meet any Uptime Commitment over a 26-week measurement period during the warranty period. Should the Eligible Equipment fail to achieve the Uptime Commitment as calculated by the Uptime Commitment Calculation, GEMS will provide an extension of Customer's service agreement with GEMS for the Eligible Equipment (or, if Customer has not entered into a service agreement with GEMS, the warranty period with respect to the Eligible Equipment) at no additional charge, as follows:

% less than Uptime Commitment Extension

0	0 weeks
0.1 - 3.0	1 week
3.1 - 8.0	2 weeks
8.1 - 13.0	4 weeks
more than 13.0	6 weeks

3. "Uptime Commitment Calculation" means the calculation used to determine GEMS' achievement of the Uptime Commitment, as follows:

The basis for each measurement period is GEMS' standard warranty service coverage hours of a hours per day, b days per week for 26 weeks, less c hours spent on PMs (planned maintenance) during that interval:

Hours1 = a hours per day X b days per week X 26 weeks.

Hours2 = Hours1 - c hours for planned maintenance

Required in-service hours at Customer's % guarantee:

Hours3 = Hours2 X Customer's %.

4. The Eligible Equipment will be considered inoperable and out of service under the Uptime Commitment if, due to GEMS' design, manufacturing, material, or service or maintenance performance failure, the Eligible Equipment is unavailable for scanning patients and diagnosing images on the Equipment display console or operator's console. Peripheral equipment such as remote consoles, magnetic tape drives, hard copy devices, and multi-format and laser cameras are excluded from the terms of the Uptime Commitment. Repair and adjustments required for anything other than Eligible Equipment failure, and damage or inoperability due to any cause other than GEMS' design, manufacturing, material, or service or maintenance performance failure, will be excluded from the Uptime Commitment Calculation, including without limitation damage through misuse, operator error, inadequate environmental or air conditioning protection, power failure, Customer's failure to fulfill Customers' responsibilities, any event or cause excluded under the Quotation, and acts of God. PM time will not be included in the calculation of downtime. If GEMS' responding representative agrees the Eligible Equipment is inoperable due to GEMS' design, manufacturing, material, or service or maintenance performance failure, the Eligible Equipment will be considered out of service from the time the request for

service was received at GEMS' designated facility until the Eligible Equipment is once again turned over to Customer for operation. Should Customer fail to give GEMS immediate and unencumbered access to the Eligible Equipment or continue to obtain scans after notifying GEMS of any Eligible Equipment failure, the Eligible Equipment will be considered to be in service.

Warranty Schedule

12 months

- MR systems and components
- CT systems, components, detectors and full system hardware upgrades
- X-ray and mammography systems, components and full system hardware upgrades
- Nuclear systems and components
- PET systems (scanners, cyclotrons and chemistry labs) and components
- Ultrasound systems, components, modules, full system hardware upgrades, probes and transducers (except for Ultrasound products listed below)
- IIS workstation and connectivity products (except for IIS products listed below)
- Gold Seal Preferred products (unless otherwise specified in Quotation)
- Invasive Cardiology Products
- BMD products

6 months

- MR partial system hardware upgrades (except for partial system hardware upgrades identified in GEMS' e-Pricebook as being eligible only for warranty credits for GEMS' service contract customers)
- CT partial system hardware upgrades (except for partial system hardware upgrades identified in GEMS' e-Pricebook as being eligible only for warranty credits for GEMS' service contract customers)
- X-ray partial system hardware upgrades, high voltage rectifiers and TV camera pick-up tubes
- PET partial system hardware upgrades (scanners, cyclotrons and chemistry labs)
- Nuclear partial system hardware upgrades

60 months, prorated

- Nickel cadmium or lead acid batteries for X-ray and mammography systems (prorated as shown below)

3 months

- HealthNet Lan, Advantage Review — Remote Products (IIS products)
- T3 exchange ultrasound probes and transducers, ultrasound water path attachment kit (Ultrasound products)
- Ultrasound partial system hardware upgrades
- Software only products (unless otherwise specified in the Quotation)

Batteries

For X-ray and mammography systems, if nickel cadmium or lead acid batteries need replacement during their applicable warranty period, Customer will pay the price of the replacement battery in effect on its delivery date less a Pro Rata Credit Allowance. The Pro Rata Credit Allowance for batteries that fail less than 12 months after the warranty begins is 100%. The Pro Rata Credit Allowance for batteries that fail more than 12 months after the warranty begins is:

$$\frac{1 - \# \text{ of Mos. After Warranty Commencement}}{60} \times 100\%$$

For the purpose of Pro Rata Credit Allowance, a fraction of a month less than 15 days will be disregarded, and a fraction of a month equal to or greater than 15 days will be regarded as a full month.

For the LOGIQBook ultrasound system battery, the warranty period is 3 months (non-prorated).